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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 22nd January, 1964 :—

Issue No.	No. and Date	Issued by	Subject
16	S.O. 247, dated 16th January, 1964.	Ministry of Finance	Further amendments in S.O. 3325, dated 29th November, 1963.
	S.O. 248, dated 16th January, 1964.	Do.	Further amendments in S.O. 2797, dated 27th September, 1963.
17	S.O. 249, dated 17th January, 1964.	Election Commission India.	Appointments of Returning Officers and Asstt. Returning Officers, in respect of the Delhi Electoral College Constituencies—Details given therein.
18	S.O. 250, dated 18th January, 1964.	Ministry of Information and Broadcasting.	Approval of film specified therein.
19	S.O. 251, dated 18th January, 1964.	Ministry of Home Affairs.	Amendment to S.O. 3109 dated 1st November, 1963.
20	S.O. 330, dated 21st January, 1964.	Ministry of Law	The Delhi Electoral College (Election of Members) Amendment Rules, 1964.
21	S. O. 331, dated 22nd January, 1964.	Election Commission India	Calling upon each of the Constituencies specified in the Delimitation of Delhi Electoral College Constituencies Order to elect a member and appointing dates for the same.
	S. O. 332, dated 22nd January, 1964.	Do.	Fixation of hours with reference to the election referred to in S.O. 331 above.
22	S.O. 333, dated 22nd January, 1964.	Ministry of Steel, Mines and Heavy Engineering.	Corrigendum to S.O. 1817, dated 1st July, 1963.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 17th January 1964

S.O. 337.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Pondicherry hereby nominates Shri S. S. Shetty as the Chief Electoral Officer for the Union Territory of Pondicherry with effect from the date he takes over and until further orders.

[No. 154/25/63.]

By Order,

PRAKASH NARAIN, Secy.

CORRIGENDUM

New Delhi, the 21st January 1964

S.O. 338.—In the Commission's notification No. 82/66/62, dated the 14th June, 1963, published in the Gazette of India, Part II—Section 3, Sub-Section (ii) (No. 25), dated the 22nd June, 1963, for the portion of the judgement beginning with "3. Coming to the third charge, the case for the appellant is that....." appearing at page 1911 of the said issue of the Gazette and ending with "Rule 63 provides for recount in such cases" at page 1912 (upto last but one para) the following shall be substituted:

"3. Coming to the third charge, the case for the appellant is that there had been an erroneous refusal on the part of the returning officer to supply postal ballot papers to the polling personnel of whom there were as many as 3,750 voters and that such refusal had vitiated the election. As pointed out by the Election Tribunal, there is no proof as to how many of the polling personnel where voters in that particular constituency and how many of them applied for the supply of postal ballot papers to exercise their voting rights by post; but there is however a considerable body of evidence in the case to show that the Returning Officer had improperly refused to supply them with postal ballot papers to a substantial number of the polling officers who had applied for them within the time prescribed and in proper form. Most of their applications had been rejected on the ground that they had not given the name of the polling stations to which they were posted to do duty. The Returning Officer evidently failed to realise that the assignment of polling duties and allotting of persons to particular polling stations was done only two or three days prior to the election day, while the applications for the supply of postal ballot papers by persons who had been assigned polling duties were to be made one week in advance of the election day and that it would be practically impossible for any of the polling personnel to give information required of them. We agree with the learned Election Tribunal that the refusal by the Returning Officer to supply these persons with ballot papers was a denial of an opportunity to those persons to exercise their franchise and that it amounted to an election irregularity. We endorse the view of the Election Tribunal that this omission on the part of the Returning Officer is a highly regrettable one. But the existence of that irregularity will not be sufficient to avoid the election. We have to see whether by reason of such irregularity the result of the election has been shown to have been materially affected. As we stated earlier there was no precise evidence in regard to the number of voters who applied for the supply of postal ballot papers. The Election Tribunal has estimated it to be between 1,000 to 1,500. It is impossible to say that if the polling personnel had been allowed to exercise their franchise by providing them with postal ballot papers, they would necessarily have cast their votes in favour of the appellant and thereby enabled him to win the election. It is true that the appellant had stated in his evidence that several of them had promised to vote for him. But it is well known that election premises mean nothing. Notwithstanding the fact that several of such voters had promised to vote for the appellant there is no evidence as to how many of such voters would have cast their votes in his favour. Indced even if there was such evidence the probative value of it will have to be carefully examined. Any attempt at this stage to find out to whom the polling personnel would have voted if they had been allowed to

vote would be nothing but a venture in a speculative field. In *Vasisht Narain Sharma Versus Dev Chand* [10 E.L.R. (S.C.) 30] the Supreme Court laid down that the language of Sec. 100(1)(c) now Section 100(1)(d) clearly places the burden of proving that the result of election has been materially affected on the petitioner who impugned the validity of the election and that therefore before declaring an election void, the Tribunal must find out that the result of the election had been materially affected; such a result could not be judged by a mere increase or decrease in the total number of votes secured by the returned candidate but by proof of the fact that the votes would have been distributed in such a manner between the contesting candidates as would have brought about the defeat of the returned candidate.

That was a case of an improper acceptance of the nomination of a candidate with the result that at the poll the improperly accepted candidate secured certain number of votes which were thereby wasted. It was held that there could be no presumption that the wasted votes would have gone to one candidate or the other, and that that was a matter which had to be proved by satisfactory evidence and not by speculation or appraisal of the possibilities. Applying the principle laid down in that case to the present one, we are of opinion that it will be a mere surmise if we were to hold that all the votes of the polling personnel would have gone in favour of the appellant and would have shown the balance in his favour. There is, therefore, no case for setting aside the election on the basis of the improper refusal of the returning officer to provide postal ballot papers to the polling personnel for exercising their franchise at the election.

What then remains is the earnest plea made on behalf of the appellant by Mr. Venugopal for directing a fresh scrutiny of the ballot papers and a recount of the same. Recount is ordered when the Tribunal or the Court is satisfied that there is room to doubt the correctness of the original count. Recently a Bench of this Court to which one of us was party (C.M.A. No. 297 of 1962) laid down that no request for recount could be granted if it rested on nebulous allegations about the counting of votes and where no *prima facie* case was made out to warrant the directing of a recount. On the other hand recount will be granted only if there is an allegation of miscount substantiated by specific instances and reliable *prima facie* evidence. In this connection a distinction should be made between a case of directing a recount of votes polled and one of setting aside of an election under Section 100(1)(d) of the Act. In the latter case it will be necessary for the party impugning the election to prove that the result of the election had been effected by the material irregularity alleged. But that will not be necessary for the purpose of directing a recount. In England recount is ordered as a matter of course provided a *prima facie* case is made out. Although there can be no election petition in this country praying only for recount, in an application for setting aside an election, recount can be directed.

In *Lakshamana Iyer V. Rajam Iyer* (58 M.L.J. 118) Curgenven, J. referred to the English law on the subject and held that if there were reasonable grounds for believing that there had been a mistake on the part of the Returning Officer, the Court could make an order directing recount of the votes.

The learned Election Tribunal in the instant case appears to have thought that in order to entitle the appellant to obtain a direction for recount of votes, it was necessary that he should prove that there was a likelihood of the recount showing that he had really succeeded in obtaining a majority of votes. This is clearly an erroneous view of the matter. We have only to see whether a *prima facie* case had been made out that there has been miscount. Before the Election Tribunal a number of charges were made in regard to reception of invalid votes, but the appellant's complaint in that respect was negated. At the same time, it was held that the appellant had *prima facie* shown that 605 votes had wrongly been rejected. Mr. Venugopal did not, however, press the case that there was such an improper reception or rejection of votes as would merit the setting aside of the election under Section 100(1)(d) of the Act even now; but he submitted that the proved instances would be sufficient to induce the Court to direct a recount. In support of his contention he relied on the evidence of the Returning Officer, R.W. 10, who admitted that a bundle containing 50 ballot papers with the 'tree symbol' of the appellant was wrongly put along with the bundle of votes (ballot papers) cast in favour of the first respondent. Although the appellant claimed that it was he that discovered and pointed out the mistake, we have no hesitation in accepting the evidence of R.W. 10 who stated that it was he who noticed the mistake, and that he immediately rectified the same. This mistake cannot, however, entitle the appellant to a recount, for it had been rectified before counting. The appellant filed an application before the Returning Officer under Rule 63 of the rules framed under the Act for

recount. He complained that several of the votes which were marked against his symbol were improperly rejected and that secondly a number of doubtful votes which were marked partly between the Banian tree symbol and the yoked bull symbol had been treated as valid votes cast in favour of the first respondent; again, there were a number of votes missing and if a proper count were taken, the result of the election would have been different. The Returning Officer however rejected this petition. From his order it is not clear that he applied his mind to the objections set out above. He held that there was no justification for any apprehension on the part of the appellant that one mistake, namely, the mixing of a bundle containing fifty votes cast in his favour with the bundles of votes cast in favour of the first respondent was indicative of similar mistakes. But the Returning Officer did not consider the other grounds. We feel that the Returning Officer might have done well and avoided much of the criticism, if he had merely granted the appellant his request. Rule 63 provides for recount in such cases."

[No. 82/66/62.]

By Order,

ROSHAN LAL, Under Secy.

MINISTRY OF HOME AFFAIRS*New Delhi, the 22nd January 1964*

S.O. 339.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and Other Instruments) Rules, 1958, published with the notification of the Government of India in the Ministry of Home Affairs, No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. These rules may be called the Authentication (Orders and Other Instruments) Amendment, Rules, 1964.

2. In rule 2 of the Authentication (Orders and Other Instruments) Rules, 1958 in clause (x), for the words and brackets 'Under Secretary (Administration)' the words 'Under Secretary in-charge of Administration' shall be substituted.

[No. F. 3/9/63-Pub.I.]

New Delhi, the 24th January 1964

S.O. 340.—In exercise of the powers conferred by section 3 of the Foreigners Act, 1946 (31 of 1946), the Central Government hereby makes the following Order further to amend the Foreigners Order, 1948, namely:—

1. This order may be called the Foreigners (Amendment) Order, 1964.

2. In the Foreigners Order, 1948, in sub-paragraph (1) of paragraph 10 for the words "or be employed in", the words "or accept employment in", shall be substituted.

[No. 1/53/63.F.III.]

FATEH SINGH, Jt. Secy.

MINISTRY OF FINANCE**(Department of Economic Affairs)***New Delhi, the 20th January 1964*

S.O. 341.—In exercise of the powers conferred by sub-section (2) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government, after consultation with the Government of the State of Mysore, hereby makes the following amendment to the notification of the Government of India in the Ministry of Finance (Department of

Economic Affairs) No. S.O. 1223 published in the Gazette of India, Part II—Section 3—sub-section (ii) dated the 4th May, 1963, namely :—

In the said notification, for the existing Schedule, the following Schedule shall be substituted, namely :—

SCHEDULE

Description, Area and Boundaries of the Mine Block

The Mining Block is called "The Yerrakonda" Block.

The Mine Block is situated on the Kolar Gold Field in the Bargarapet Taluk of the Kolar District, Mysore State. The area of the Mining Block is 133·4 acres.

Boundary Stone	Shape	Height in ft.	Letters cut in boundary stone
K 21	Triangle	1·50 ..	S.K.B.
K 79	"	1·50 ..	S.K.B.
K 80	"	1·50 ..	Y.B. ..
K 81	"	1·50 ..	Y.B. ..
K 82	"	1·50 ..	Y.B. ..
K 83	"	1·50 S.K.B.	Y.B. ..

The boundaries between the pillars are straight lines the length and bearing of which are as follows :—

From	To	Distance in feet	Bearing to true North
K 21	K 79	1308·5	359° 08' 46"
K 79	K 80	1229·5	91° 56' 11"
K 80	K 81	3055·9	193° 58' 04"
K 81	K 82	2179·9	261° 59' 00"
K 82	K 83	2099·6	00° 00' 14"
K 83	K 21	1689·6	93° 17' 15"

[No. F. 5(5)GM/63].

A. L. KOHLI, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 21st January 1964

S.O. 342.—In exercise of the powers conferred by sub-section (4) of section 12 read with clause (c) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Shri M. Mujeeb, Vice-Chancellor, Jamia Millia Islamia, New Delhi, as a director of the Central Board of the Reserve Bank of India *vice* Col. B. H. Zaidi.

[No. F. 3(72)-BC/63.]

R. K. SESHADRI,
Director (Banking & Insurance).

(Department of Economic Affairs)

New Delhi, the 21st January 1964

S.O. 343.—In exercise of the powers conferred by sub-section (2) of section 1 of the Banking Laws (Miscellaneous Provisions) Act, 1963 (55 of 1963), the Central Government hereby appoints the 1st day of February 1964 as the date on which the provisions of the said Act shall come into force.

[No. F. 16(1)-BC/64.]

New Delhi, the 24th January 1964

S.O. 344.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Punjab Co-operative Bank Ltd., Jullundur City, in respect of the properties (comprising three houses and two shops) held by it at Rupar, Dist. Ambala, Punjab, till the 3rd January, 1965.

[No. F. 15(1)-BC/64.]

CORRIGENDUM

New Delhi, the 24th January 1984

S.O. 345.—In the notification of the Ministry of Finance (Department of Economic Affairs) No. S.O. 194, dated the 10th January, 1964, published in the Gazette of India Part II, Section 3(II), dated January 18, 1964,

for "Shri Kasturiswamy Srinivasan" '

read "Shri Kasthuriswamy Sreenivasan"

[No. F. 3(72)-BC/63.]

B. J. HEERJEE, Under Secy.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 17th day of January 1964.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	12 92,48,000		Gold Coin and Bullion :—		
Notes in circulation	2414,87,14,000		(a) Held in India	117,76,10,000	
			(b) Held outside India . . . . .	..
Total Notes issued		2427,79,62,000	Foreign Securities	97,45 69,000	
			TOTAL		215,21,79,000
			Rupee Coin		113,26,81,000
			Government of India Rupee Securities		27 97,31,02,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2427,79,62,000	TOTAL ASSETS		2427,79,62,000

Dated the 22nd day of January, 1964

P. C. BHATTACHARYYA
Governor.

[No. F. 3(2)-BC/64]

A. Baksi, Jt. Secy.

(Department of Revenue)**INCOME-TAX***New Delhi, the 20th January 1964*

S.O. 347.—It is hereby notified for general information that the institution mentioned below has been approved by the Council of Scientific and Industrial Research, the "prescribed authority", for the purposes of clauses (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (43 of 1961).

INSTITUTION

Wool Research Association, Bombay.

[No. 4-F.No.24/18/63-IT(AI).]

G. R. DESAI, Dy. Secy.

COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL, CALCUTTA**CENTRAL EXCISE***Calcutta, the 6th January 1964*

S.O. 348.—In exercise of the powers conferred on me by Rule 5 of Central Excise Rules, 1944, I hereby authorise and empower the Central Excise officers not below the rank of Assistant Collector to exercise the powers under Sub-rule 10-A of Rule 191-A of Central Excise Rules, 1944.

[No. 1/64.]

M. C. DAS, Collector,

CENTRAL EXCISE COLLECTORATE, DELHI**CENTRAL EXCISE***New Delhi, the 21st January 1964*

S.O. 349.—In pursuance of Rule 5 of Central Excise Rules, 1944 I hereby authorise the Central Excise Officers not below the rank specified in column (i) of the following table to exercise within their respective jurisdictions the powers of Collector conferred by the provisions of Central Excise Rules as enumerated in column (2) of the Table subject to the limitations, set out in column (3) thereof:—

TABLE

Rank of Officer	Central Excise Rule	Limitation if any
I	2	3
Assistant Collector	Sub-Rule (10.A) of Rule 191-A.	..

[No. 1/64]

JASJIT SINGH, Collector.

MINISTRY OF WORKS, HOUSING AND REHABILITATION**(Department of W. & H.)***New Delhi, the 21st January 1964*

S.O. 350.—In exercise of the powers conferred by section 3 of the Public premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 1104, dated the 7th May, 1959, as amended by Notification No. S.O. 2515, dated the 3rd November, 1959, namely:—

In the table below the said notification, for the entry in column 1 against Serial No. 38, the following shall be substituted, namely:—

"Additional District Magistrate Andamans and Nicobar Islands, Port Blair."

[No. 32/1/64-Acc.II.]

S. L. VASUDEVA, Under Secy.

(Department of Rehabilitation)**(Office of the Chief Settlement Commissioner)***New Delhi, the 24th January 1964*

S.O. 351.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Balmukand Sharma, Deputy Secretary, Rehabilitation Deptt. Punjab Government so long as he holds that post, to be a Settlement Commissioner in the State of Punjab, for the purpose of performing, in addition to his own duties as Deputy Secretary, Rehabilitation Department, Punjab Government the functions assigned to a Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural area including houses, cattle sheds and vacant sites, if any, in any such area allotted alongwith any such lands and forming part of the Compensation Pool.

[No. 3(1)/L&R/64.]

M. J. SRIVASTAVA,

Settlement Commissioner & Ex-Officio Under Secy.

(Department of Rehabilitation)**(Office of the Chief Settlement Commissioner)***New Delhi, the 25th January 1964*

S.O. 352.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I, N. P. Dube, Chief Settlement Commissioner hereby delegate to Shri Balmukand Sharma, Settlement Commissioner, Punjab, the powers conferred upon me under Sections 23, 24 and 28 of the said Act for the purpose of passing necessary orders under these Sections in so far as they relate to the custody, management and disposal of property (including agricultural land) in the state of Punjab in a rural area as defined in clause (f) of rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 which forms part of the Compensation Pool.

[No. 3(1)/L&R/64.]

N. P. DUBE,

Chief Settlement Commissioner.

MINISTRY OF COMMUNITY DEVELOPMENT & COOPERATION**(Department of Cooperation)***New Delhi, the 21st January 1964*

S.O. 353.—In exercise of the powers conferred by Section 5-B of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) the Central Government hereby directs that all powers or authority exercisable by the Central Registrar of Co-operative Societies under the said Act shall also be exercisable by Shri P. N. Parmar, Secretary to the Administrator and Registrar of Cooperative Societies, Dadra and Nagar Haveli, in respect of the Multi-unit Cooperative Societies which are or are deemed to be actually registered in the Union Territory of Dadra and Nagar Haveli.

[No. 3-17-62/CT.]

N. P. CHATTERJI, Jt. Secy.

MINISTRY OF TRANSPORT**(Transport Wing)***New Delhi, the 25th January 1964*

S.O. 354.—In partial modification of this Ministry's Notification No. 3-CA(12)/63 dated the 27th November, 1963, Shri S. Mullick, has been granted leave on average pay for 1 month and 27 days with effect from the 17th November, 1963 to the 12th January, 1964.

[No. 3-AC(12)/63.]

K. GOPALAKRISHNAN, Dy. Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 17th January 1964

S.O. 355.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Kanpur in Uttar Pradesh State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (i) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority at 7/166, Swarup Nagar, Kanpur in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

STATE UTTAR PRADESH			TAHSIL KANPUR			DISTT. KANPUR		
Village	Survey No.	Extent B.B.B.	Village	Survey No.	Extent B.B.B.			
I. Naogavan	1244	0 4 0		1435	0 5 0			
	1245	0 9 0		1442/2	0 3 0			
	1246	0 1 10		1444	0 8 0			
	1258	0 1 0		1445	0 3 0			
	1259	0 9 0		1446	0 2 0			
	1262	0 2 0		1447	0 3 0			
	1263	0 3 10		1448/2	0 3 0			
	1264	0 9 0		1452	0 1 0			
	1265	0 5 0		1453	0 8 0			
	1266	0 0 10		1455	0 3 0			
	1271	0 9 0		1456/1	0 11 0			
	1276/3	0 2 0		1535/1	0 7 0			
	1277	0 1 0		1535/2	0 3 10			
	1280	0 14 0		1538/2	0 16 0			
	1281	0 2 0		1541	0 8 0			
	1282	0 3 0		1542	0 1 0			
	1287	0 4 0		1543	0 4 0			
	1288	0 1 0		1644	0 6 0			
	1289	0 2 0		1549/1	0 2 0			
	1290	0 8 0		1549/2	0 1 10			
	1291	0 6 0		1550	0 1 0			
	1293	0 0 10		1551	0 7 0			
	1294	0 5 10		1552	0 2 0			
	1295	0 4 0		1553	0 1 0			
	1302/1	0 8 0		1669/2	0 8 0			
	1308/3	0 16 0		1669/7	0 3 0			
	1318	0 2 0		1669/8	0 11 0			
	1319	0 7 0		1669/9	0 9 0			
	1320	0 8 0		1671	0 4 0			
	1360	0 8 0		1672	0 5 0			
	1361	0 6 0		1702	0 10 0			
	1362/3	0 2 0		1703	0 6 0			
	1363	0 1 10		1704	0 12 0			
	1364	0 14 0		1722	0 11 0			
	1372	0 2 0		1725	0 7 0			
	1377/2	0 3 0		1726	0 3 0			
	1378	0 8 0		1727	0 3 0			
	1434/1	0 8 0		1729	0 5 0			
				1730	0 3 10			

Village	Survey No.	Extent B.B.B.	Village	Survey No.	Extent B.B.B.
1. Nagavan— <i>Contd.</i>	1731	0 15 0		2196	0 6 0
	1732	0 6 0		2221	0 1 0
	1757	0 8 0		2222	0 5 10
	1758	0 8 0		2223	0 11 0
	1759	0 3 0		2224	0 6 0
	1761	0 11 0		2225	0 8 0
	1762	0 11 0		2226	0 8 0
	1764	0 1 10		2228	0 1 10
	1765	0 0 10		2237	0 7 0
2. Sikathia Purwa	1865	0 4 4		2239	0 0 5
				2240	0 4 0
3. Kachigwan	97	0 0 10		2241	0 6 0
	98	0 1 0		2261	0 6 0
	99/1	0 4 0		2262	0 6 0
	99/2	0 3 0		2263	0 3 0
	100	0 11 0		2264	0 4 0
	101	0 6 0		2341	0 1 10
	102/1	0 2 10		2342	0 3 0
	105/1	0 4 0		2343	0 4 0
	106/2	0 12 10		2344	0 3 0
	349/1	0 9 0		2345	0 2 10
	350/2	0 5 0		2359	0 0 10
	359/3	0 5 0		2360	0 1 0
	360/1	0 8 10		2361	0 2 0
	360/2	0 8 0		2362	0 2 10
	371/2	0 0 10		2363	0 6 0
	371/3	0 7 0		2364	0 0 10
	372/1	1 0 0		2368	0 1 0
	372/3	0 9 0		2406	0 10 0
	373/3	0 8 0		2497	0 10 10
	602	0 3 0		2531	0 11 0
	603	0 9 0		2533	0 15 0
	613	0 10 0		2534	0 0 10
	614	0 7 15		2537	0 5 10
	615	0 5 0		2541	0 4 5
	616	0 1 10		2542	0 5 0
	617/1	0 5 0	4. Pooranpur	2543	0 11 0
	617/2	0 1 0		194	0 8 0
	617/3	0 10 0		196	0 11 0
	620/2	0 1 10		197	0 9 0
	621/1	0 5 0		200	0 0 5
	621/2	0 2 0		315	0 5 0
	622	0 4 0		316/1	0 16 10
	623	0 1 0		329	0 6 10
	706	0 5 0		330	0 7 0
	709	0 1 10		331	0 1 10
	710	0 4 0		332	0 6 0
	711	0 4 0		333	0 5 10
	712	0 3 0		368	0 10 10
	713	0 6 0		369	0 15 5
	714	0 0 5		371	0 0 5
	715	0 4 0		380	0 3 0
	716	0 1 10		381	0 1 10
	718	0 10 0		383	0 1 10
	719	0 6 10		384/1	0 4 10
	722	0 1 10		384/2	0 4 0
	1964	0 3 10		387	0 14 0
	1965/1	0 1 10		392	0 1 10
	1965/2	0 1 10		590	0 6 10
	1966	0 2 10		591	0 7 0
	1967	0 8 0		592	0 1 10
	2192	0 2 10		594	0 2 0
	2194	0 2 10		690	0 2 10
				699	0 4 0
				700	0 6 0

Village	Survey No.	Extent B.B.B.	Village	Survey No.	Extent B.B.B.
4. Pooran pur—Contd.	729	0 9 10	5. Thareypah—Contd.	268	0 2 10
	730	0 0 5		269	0 16 10
	733	0 10 10		284	0 7 10
	734	0 9 0		286	0 1 10
	754	0 10 0		288	0 13 10
	764	0 6 0		289	0 9 10
	769	0 14 10	6. Newada Bausar	12	0 12 4
	794	0 5 0		14	0 5 4
	795	0 4 0		16	0 0 5
	796	0 4 10		30	0 8 16
	797	0 0 10		31	0 5 8
	798	0 4 10		32	0 5 8
	946	0 6 0		33	0 12 0
	950	0 10 0		34	0 0 10
	952	0 7 10		35	0 5 12
	953	0 11 0		37	0 4 8
	958	0 18 0		140	0 3 4
	962	0 3 0		141	0 13 4
	963	0 5 0		142	0 5 4
	968	0 1 0		143	0 0 10
	969	0 4 0		144	0 11 16
	970	0 1 10		147	0 6 16
	971	0 3 0		148	0 10 0
	975/2	0 7 0		149	0 4 0
	980	0 2 0		150	0 0 5
	982	0 1 0		161	0 5 12
	983	0 5 0		174	0 0 15
	984	0 0 10		175	0 9 0
	985/1	0 9 0		176	0 0 16
5. Thareypah	1	0 3 10		296	0 10 8
	5	0 1 0		297	0 0 5
	13	0 3 0		316	0 4 2
	15	0 5 10		317	0 3 10
	16	0 7 10		326	0 2 16
	17	0 10 10		327	0 6 16
	18	0 5 0		329/1	0 0 12
	114	0 0 5		334	0 6 0
	117/1	0 4 0		335	0 9 4
	118/1	0 3 10		336	0 6 0
	119	0 10 0		343	0 0 18
	120/2	0 13 0		353	0 8 0
	121	0 8 0		354	0 11 4
	125	0 3 0		355	0 0 10
	126	0 10 0		356	0 4 0
	127	0 8 10		357	0 6 0
	128/1	0 3 0		358	0 2 2
	128/2	0 3 0		359	0 6 0
	129	0 7 0		360	0 0 5
	132	0 8 0		367	0 10 16
	137	0 0 15		368	0 14 0
	138	0 13 0		370	0 0 10
	139	0 6 0		405	0 0 10
	140	0 2 0		407	0 0 12
	141	0 11 10	7. Dipapur	874	0 1 10
	173	0 3 0		875	0 1 19
	179	0 4 10		879	0 3 0
	196/1	0 3 0		880	0 10 8
	197	0 4 0		885	0 2 16
	198	0 7 10		888	0 0 10
	203/1	0 2 10		889	0 8 16
	203/3	1 5 0		890	0 6 15
	265	0 5 0		891	0 14 16
	266	0 3 0		978	0 1 0
	267	0 3 0		979	0 8 16

Village	Survey No.	Extent B.B.B.	Village	Survey No.	Extent B.B.B.
7. Dipapur—Contd.	980	0 7 0	10. Bausar—Contd.	866	0 1 7
	984	0 0 17		872	0 9 12
	985	0 10 0		873	0 1 12
	986	0 8 16		874	1 3 0
	987	0 0 15		875	1 6 2
	989	0 0 12		878	0 0 5
	990	0 1 4		881/2	0 15 12
	991	0 10 0		887	0 2 0
	992	0 10 0		888/2	0 6 0
	993	0 11 4		889	0 5 12
	994	0 10 0		890	0 8 8
8. Tikara Chauhan	36	0 0 12		897	0 2 0
	37	0 12 0		898	0 6 8
	42	0 7 4		900	0 5 4
	43	0 4 10		901	0 4 0
	44	1 0 0		971	0 6 16
	45	0 0 10		972	0 2 8
	49	0 0 16		974	0 6 16
	69	0 1 12		975	0 4 12
	70	0 1 0		979	0 9 4
	74	0 0 12		988	0 11 4
	107	0 0 5		989	0 2 8
	108	0 10 16		1003	0 0 6
	109	0 0 5		1004	0 0 12
	110	0 9 4		1005	0 1 0
	111	0 11 4		1006	0 6 0
	112	0 12 16		1007	0 12 0
	116	0 4 8		1008	0 2 2
	119	0 14 0		1009/2	0 0 5
	120	0 0 15		1146	0 0 5
	121	0 2 8		1147	0 8 12
	123	0 1 8		1148	0 4 0
9. Tons	399	0 11 5		1151/2	0 3 4
	400	0 15 12		1152	0 6 16
	401	0 3 4		1153	0 0 5
	402	0 0 16		1189/2	0 6 0
	476	0 0 8		1190/1	1 13 8
	477	0 12 0		1220	0 1 8
	478	0 8 18		1227	0 6 16
	479	0 6 16		1228	0 10 16
	480	0 4 8		1230/1	0 10 0
	486	0 0 5		1231	0 2 2
	487	0 15 4		1232	0 3 12
	488	0 0 16		1238	0 0 12
	489	0 11 4		1241/2	0 16 0
	491	0 10 0		1243	0 13 8
	492	0 1 4		1244/1	0 0 8
	500	0 2 10		1250	0 8 0
	537	0 3 12	11. Baradhri	31	0 14 0
	544	0 8 16		32	0 16 0
	545	0 6 2		43	0 6 0
	546	0 15 12		66	1 1 4
	548	0 8 4		67	0 16 0
10. Bausar	826	0 7 13		68	0 3 3
	827	0 8 8		69	0 4 0
	833	0 6 8		86	0 11 12
	834	0 7 12		87	0 11 10
	840	0 6 8		88	0 8 16
	841	0 12 12		89/1	0 1 0
	842	0 14 12		115	0 2 2
	852	0 3 12		116	0 1 0
	853	0 6 0		117	0 6 0
				118	0 0 12
				122	0 3 4

Village	Survey No.	Extent B.B.B.	Village	Survey No.	Extent B.B.B.
11. Baradhri—Contd.	123	0 1 15		555	0 1 16
	127	0 8 8		556	0 6 0
	128	0 9 4		557	0 8 16
	613/2	0 6 0		558	0 0 2
	618	0 16 16		561	0 3 0
	619/1	0 2 8		568	0 6 0
	627	0 0 10		570	0 8 16
	628	0 9 12		571	0 10 16
	629/2	0 16 16		716	0 0 16
	630/1	0 14 16		717	0 10 0
	631/2	0 8 8		718	0 2 0
	632	0 11 4		719	0 5 4
	633	0 7 12		748	0 3 8
	636	0 12 0		749	0 8 8
12. Fufuhar Thok	526	0 3 16		756	0 10 16
	527	0 9 4		757	0 1 4
	528	0 0 10		760	0 0 2
	532	0 3 0		761	0 8 0
	533	0 1 7		762	0 11 12
	534	0 10 0		763	0 0 6
	539	0 3 4		766	0 10 8
	540	0 3 5		767	0 4 0
	550	0 15 0		768	0 2 12
	574	0 0 5		769	0 5 4
	576	0 2 0		777	0 0 14
	581	0 1 5		781	0 4 4
13. Tilsahri Khurd	15	0 12 0		782	0 10 8
	16	0 18 8		783	0 0 2
	46	0 2 16		784	0 0 9
	47	0 3 4		951	0 2 8
	48/1	0 2 14		958	0 10 8
	49	0 3 4		959	0 8 16
	50	1 0 11		1220	0 3 16
	51	0 0 2		1021/1	0 8 16
	80M	0 1 0		1022	0 0 4
	333	0 9 12		1024	0 0 14
	334	0 1 7		1025	0 8 10
	337	0 12 16		1026	0 4 8
	338	0 8 0		1027/1	0 8 16
	340	0 1 4		1031	0 1 0
	341	0 1 4		1042	0 6 0
	342	0 14 16		1052	0 1 7
	344	0 8 0		1053	0 0 2
	386	0 8 8		1054	0 1 18
	387	0 0 12		1055/1	1 18 9
	452	0 3 16		1066	0 5 2
	476	0 1 15		1067	0 3 16
	480	0 3 17		1068	0 0 3
	481	0 0 10		1069	0 4 4
	482	0 5 12		1070	1 6 0
	489	0 4 8		1083	0 12 8
	490	0 7 12		1084	0 11 12
	491	0 0 6		1085	0 3 12
	492	0 6 8		1087	0 0 4
	493	0 4 16		1090	0 8 16
	495	0 2 8	14. Tilsahri Bujurg	18/1753	0 2 10
	503	0 1 7		19/1754	0 13 10
	536	0 2 9		20/1755	0 4 10
	538	0 8 8		37/1772	0 10 6
	539	0 12 0	15. Kudwa	909	0 8 8
	540	0 0 14			
	542	0 9 12	16. Gaoriya	1	0 1 12
	543	0 2 16		2	0 4 16
	552	0 12 0		6	0 2 16

Village	Survey No.	Extent B. B. B.	Village	Survey No.	Extent B. B. B.
16. Gaoriya—Contd.	7	0 14 16		654	0 5 0
	15	0 1 12		655	0 8 0
	16	0 1 0		656	0 1 0
	41	0 7 12		666	0 10 10
	42	0 12 8		667	0 8 0
	44	0 2 8		668	0 3 5
	51	0 2 8		679	0 0 15
	52	0 1 4		680	0 1 15
	59	0 4 10		945/239	0 10 0
	60	0 2 0			
	61	0 4 16	18. Jer Kalan	174	0 13 0
	62	0 3 18		175	1 2 0
	66	0 1 0		176	0 4 0
	67	0 0 12		177	0 12 0
	68	0 10 0		178	0 11 5
	69	0 13 12		179	1 3 0
	132	0 0 10		180	0 16 0
	133	0 1 5		181	0 1 5
	134	0 3 4		182	0 13 0
	135	0 1 0		183	0 9 5
	136	0 7 4		184	0 3 5
	138	0 4 16		186	0 11 0
	141	0 12 0		187	0 1 0
	142	0 3 10		190	0 8 0
	143	0 14 8		191	0 5 5
	144	0 12 0		196	0 10 10
	154	0 16 8		197	0 6 0
	155	0 3 4		209	0 11 5
	156	0 0 16		212	0 8 5
	160	0 0 8		218	0 12 0
	163	0 2 2		219	0 1 0
	164	0 10 0	19. Sajarl	938	0 7 15
	165	0 0 5		939	0 11 10
17. Uchtl	74	0 3 0	20. Sun Gawn	399/1	1 3 0
	75	0 1 0		402	2 14 0
	117	0 3 0		419	0 3 0
	152	0 8 10		421	0 7 0
	153	0 5 0		422	0 4 10
	156	0 8 0		428M	1 18 0
	157	0 8 5		429	0 11 5
	161	0 9 0		581	0 0 5
	166	0 9 10		586	0 3 0
	167	0 8 0		587	0 6 0
	170	0 8 0		588	0 3 0
	171	0 0 10		589	0 3 0
	179	0 0 5		590	0 6 0
	180	0 3 0		595	0 14 0
	181	0 6 10		597	0 9 0
	182	0 0 5		598	0 5 0
	189	0 9 10		606	0 3 0
	190	0 12 0		607	0 7 0
	191	0 8 0		612	0 8 0
	193	0 2 0		613	0 13 0
	194	0 17 10		621	0 8 0
	213	0 6 5		622	0 7 0
	214	0 6 10		623	0 13 0
	224	0 5 0		632	0 12 0
	225	0 13 0		637	0 8 0
	239	0 11 10		638	0 7 0
	249	0 8 0		645	0 6 0
	641	0 13 0		646	0 4 0
	642	0 2 10		647	0 4 0
	644	0 8 0		652	0 1 0
	645	0 2 0			
	646	0 2 0			

Village	Survey No.	Extent B. B. B.	Village	Survey No.	Extent B. B. B.
	653/1	0 3 10		95	0 6 5
	653/2	0 4 0		96	0 6 10
	657	0 13 0		97	0 3 0
	662	0 1 10		98M	0 9 10
	785	0 3 0		99	0 4 0
	788	0 9 10		100	0 6 10
	789	0 6 0		135	0 1 0
	801	0 4 0		137	0 9 10
	802	0 2 0		138	0 4 0
	803	0 4 0		139	0 1 0
	804	0 0 10		141	0 7 10
	805	0 7 0		142	0 3 0
	806	0 6 10		248	0 3 5
	818	0 1 0		249	0 6 10
	819	0 2 10		252	0 5 10
	820	0 6 10		253	0 8 0
	825	0 9 10		278	0 7 0
	827	0 2 0		282	0 8 10
	828	0 6 0		283	0 8 10
	830	0 0 5		300/2	0 0 10
	831	0 16 0		301	1 3 0
	832	0 9 0		302/2	1 4 0
	875M	1 10 10		302/3	0 10 0
	916	0 1 10		396	1 13 0
	917	0 6 0		397	1 6 0
	923	0 4 10		414	0 1 10
	924	0 10 10		415	0 8 0
	926M	0 8 10		416/1	0 11 5
	927	0 13 0		416/2	0 9 10
	931	0 0 5		417	0 3 10
	983	0 0 5		418	0 6 0
	985	0 3 0		419	0 2 10
	986	0 3 0		460/1	0 8 0
	987	0 3 0		460/2	0 14 10
	992	0 16 10		462	0 4 10
	993	0 6 0		463	0 14 5
	998	0 2 10		478	0 4 15
	999	0 2 0			
	1000	0 1 10	23. Ganga Pur.	262	0 1 10
	1001	0 1 10		263	0 8 10
	1002	0 0 5		292	0 2 10
	1003	0 0 5		293	0 4 15
	1004	0 10 10		294	0 7 10
	1010	0 17 0		295	0 8 10
	1011	0 9 0		296	0 4 5
	1012	0 12 0		297	0 0 15
	1013M	0 7 0		368	0 9 10
	1014	0 8 0		369	0 8 0
	1015	0 1 10		370	0 6 10
	1074	0 7 0		371	0 5 15
	1075	0 7 0		373	0 7 0
	1076	0 3 10		374M	0 1 0
	1077	0 6 0		383	0 17 15
	1078	0 5 10		385	0 1 5
	1079	0 7 0		406	0 4 15
	1080	0 3 10		407	0 0 5
	1081	0 7 10		413M	0 0 15
	1082	0 4 0		432	0 8 0
21. Nagwan	50M	0 19 10		433	0 0 5
				434	0 0 10
22. Satwari	87	0 7 0		435	0 6 5
	91	0 9 10		436	0 0 10
				437	0 1 0

S.O. 356.—Whereas by notifications of the Government of India in the Ministry of Mines and Fuel S.O. No. 2565, dated 30th August 1963, S.O. No. 2672, dated 11th September 1963 and S.O. No. 2996, dated 8th October 1963 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to those notifications for the purpose of laying pipelines;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Refineries Limited free from all encumbrances.

SCHEDULE

STATE WEST BENGAL DIST, HOOGHLY TEHSIL/THANA DHANIAKHALI

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Mandara, J. L. 77	225	02		569	02
	230	09		570	01
	231	02		573	38
	232	005		574	01
	233	08		576	25
	234	10		577	15
	236	06		593	15
	237	17		594	05
	238	24		595	15
	273	12		596	07
	274	13		629	01
	275	05		632	05
	281	09		633	12
	282	02		802	02
	283	18		803	11
	284	22		804	13
	359	05		805	23
	384	12		806	22
	385	12		809	05
	386	05		826	05
	387	05		828	12
	390	05		829	06
	391	02		830	08
	401	15		831	01
	407	05		833	06
	408	01		835	16
	409	28		836	09
	410	15		837	09
	412	005		838	06
	494	38		839	08
	495	01		843	06
	500	03		846	01
	561	10		847	06
	562	10		848	06
	563	10		872	12
	564	18		873	12
	566	01		874	12
	568	10		1056	07

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)	
Mandara, J. L. 77—Contd.	1057	·11	Dakshin Abhirampur, J. L. 78	1534	·08	
	1058	·35		1535	·09	
	1061	·02		1536	·01	
	1071	·20				
	1072	·11		818	·07	
	1073	·06		819	·08	
	1074	·005		820	·03	
	1075	·06		938	·13	
	1076	·04		939	·11	
	1077	·02		940	·03	
	1079	·04		945	·10	
	1080	·04		946	·02	
	1081	·01		950	·02	
	1092	·06		951	·31	
Kakgachhi, J. L. 79	1177	·14		952	·05	
Ramchandrapur, J. L. 194	438	·10		953	·02	
				962	·06	
Kannibhanka, J. L. 197	1029	·41		964	·13	
	1030	·04		965	·01	
	1031	·06		966	·24	
	1059	·02		982	·13	
	1060	·34		995	·005	
	1061	·06		997	·13	
	1312	·03		998	·03	
	1313	·09		1001	·05	
	1342	·05		1002	·19	
	1343	·03		1004	·05	
	1355	·03		1005	·25	
	1356	·03		1006	·10	
	1357	·09		1012	·01	
	1358	·01		1013	·21	
	1360	·18		1014	·18	
	1362	·07		1017	·06	
	1363	·06		1018	·29	
	1365	·21		1019	·03	
	1366	·05		1040	·08	
	1367	·06		1045	·05	
	1371	·12		Dakshin Mogalpur, J.L. 76	381	·02
	1373	·09			382	·01
	1374	·11			384	·26
	1375	·10			385	·14
	1376	·01			386	·03
	1377	·09			387	·15
	1378	·04			390	·02
	1379	·10			391	·13
	1451	·01			392	·12
	1482	·02			419	·01
	1483	·10			420	·36
	1484	·08			422	·13
	1485	·07			423	·05
	1486	·04			427	·07
	1490	·21			428	·005
	1491	·14			454	·41
	1492	·02			455	·13
	1493	·02			458	·02
	1494	·21			459	·08
	1524	·12			460	·11
	1525	·08			461	·04
	1526	·13			479	·005
	1527	·13			480	·04
	1531	·02			485	·01
	1532	·18			486	·04
	1533	·03			487	·05

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Dakshin Mogalpur, J.L. 76—Contd.	488 489 490 491 757 758 759 760 761 762 763 764 768 773 774 775 776 781 782 783	·09 ·04 ·005 ·34 ·05 ·13 ·10 ·07 ·05 ·03 ·02 ·02 ·10 ·08 ·17 ·17 ·01 ·01 ·03 ·02		729 836 837 838 839 842 860 861 862 864 865 866 867 868 869 870 871 878 879 880 919 920	·05 ·11 ·11 ·09 ·01 ·02 ·02 ·15 ·03 ·01 ·04 ·05 ·05 ·08 ·18 ·30 ·01 ·10 ·01 ·10 ·17 ·03
Naopara, J.L. 193	1 2 3 5 6 10 11 12 13 15 16 619 620 621 622 631 632 633 634 652 653 654 656 657 672 673 674 675 676 677 680 713 714 715 720 722 723 724 725 726 727 728	·15 ·07 ·12 ·02 ·02 ·08 ·15 ·10 ·01 ·02 ·05 ·01 ·07 ·20 ·08 ·05 ·12 ·10 ·05 ·03 ·02 ·25 ·18 ·12 ·01 ·01 ·02 ·04 ·03 ·02 ·02 ·06 ·16 ·20 ·09 ·03 ·03 ·01 ·02 ·05 ·05 ·10	Rudrani, J.L. 189	109 110 194 195 215 217 218 219 221 222 252 253 256 259 260 261 262 263 280 281 293 294 295 298 299 313 314 315 316 328 329 330 331 335 336 337 338 380 381 382 383	·10 ·09 ·19 ·18 ·01 ·03 ·09 ·09 ·17 ·06 ·26 ·18 ·17 ·06 ·09 ·19 ·14 ·06 ·01 ·10 ·04 ·06 ·22 ·05 ·16 ·005 ·01 ·10 ·10 ·06 ·04 ·05 ·08 ·07 ·11 ·18 ·05 ·005 ·10 ·02 ·06

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Rudrani, J.L. 189— <i>Contd.</i>	384	·03		1312	·005
	385	·10		1313	·29
	386	·23		1614	·21
	387	·04		1628	·05
	394	·07		1629	·07
	593	·06		1630	·02
	595	·06		1631	·01
	596	·13		1657	·02
	598	·005		1658	·03
	599	·02		1659	·03
	600	·07		1660	·11
	601	·11		1661	·01
	602	·05		1662	·03
	603	·005		1663	·08
	604	·21		1664	·02
	605	·12		1665	·02
	622	·03		1666	·005
	624	·21		1673	·10
	626	·01		1677	·03
	627	·17		1678	·09
	629	·08		1679	·02
	630	·10		1680	·17
	631	·005		1681	·06
	632	·11		1682	·08
	633	·11		1715	·01
	634	·02		1717	·22
	635	·11		1719	·03
	636	·01		1720	·02
	637	·03		1721	·08
	639	·12		1722	·04
	640	·13		1783	·02
	977	·03			
	991	·09			
	992	·09			
	993	·29			
	994	·01	Uttar Mogalpur, J.L.	4	·10
	996	·13	180.	5	·15
	997	·17		6	·05
	998	·04		8	·19
	1038	·32		9	·01
	1044	·005		10	·13
	1045	·01		70	·03
	1046	·11		71	·06
	1047	·02		72	·08
	1048	·09		72/A	·11
	1049	·03		80	·04
	1050	·08		82	·15
	1064	·10		89	·07
	1067	·06		90	·15
	1068	·06		91	·20
	1092	·31		113	·11
	1093	·09		114	·12
	1094	·07		115	·005
	1267	·005		118	·12
	1268	·23		119	·13
	1278	·10		168	·07
	1279	·12		169	·08
	1280	·02		170	·01
	1282	·04		171	·10
	1283	·01		498	·05
	1306	·26		525	·25
	1307	·11		526	·07
	1308	·10		527	·18
	1309	·005		533	·005
				534	·11

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Uttar Mogalpur, J. L. 180—Contd.	535	·06		732	·13
	536	·22		736	·09
	537	·05		737	·21
	538	·07		738	·06
	539	·16		739	·23
	540	·03		740	·005
	571	·11		744	·02
	576	·005		750	·19
	578	·08		754	·10
	579	·30		755	·10
	580	·34		756	·12
	581	·01		757	·05
	585	·37		758	·01
				765	·32
Barakhanpur, J.L. 161	54	·01		767	·10
	55	·06		775	·07
	56	·05		776	·02
	57	·06		777	·09
	58	·25		778	·01
	59	·03		779	·07
	61	·05		780	·07
	62	·10		781	·06
	63	·19		782	·06
	66	·28		783	·03
	460	·02		785	·005
	465	·12		796	·18
	466	·17		797	·01
	467	·26		798	·23
	472	·09		800	·09
	473	·09		802	·12
	475	·10		803	·11
	476	·03		804	·23
	477	·02		810	·10
	478	·12		811	·01
	479	·11		888	·45
	481	·07		1098	·005
	491	·07		1099	·05
	492	·20		1101	·18
	495	·19		1104	·15
	499	·04		1106	·02
	510	·02		1107	·08
	511	·27		1108	·06
	512	·07		1109	·06
	513	·06		1111	·005
	700	·04		1112	·13
	705	·01		1113	·07
	707	·14		1115	·04
	708	·14		1121	·06
	709	·11		1122	·15
	722	·005		1123	·02
	723	·24		1124	·07
	724	·11		1125	·05
	725	·03		2543	·005
	726	·33		2546	·12
	727	·05		2547	·18
	807	·04		2548	·11
	808	·23		2700	·15
	809	·13		2701	·19
	810	·11		2702	·22
	814	·10		2742	·13
	815	·06		2743	·12
	816	·06		2744	·06
				2745	·06
Cheragram J.L. 158	472	·03		2747	·005

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Cheragram, J.L. 158—Contd.	2748	·07		209	·19
	2761	·11		234	·25
	2762	·05		235	·005
	2763	·03		236	·10
	2770	·11		237	·01
	2771	·01		238	·02
	2776	·10		240	·01
	2777	·12		241	·06
	2780	·17		242	·02
	2825	·12		243	·05
	2826	·10		244	·06
	2827	·05		245	·02
	2831	·06		274	·04
	2832	·12		378	·18
	2833	·11		379	·10
	2897	·01		384	·10
	2898	·05		385	·11
	2899	·08		386	·05
	2907	·17		387	·08
	2908	·24		390	·04
	2909	·04		391	·04
	2913	·13			
	2914	·07	Mudipur, J. L. 183	3	·04
	2915	·16		4	·07
Bhagabanpur, J.L. 184	58	·07		5	·16
	59	·06		41	·19
	60	·23		42	·11
	64	·15		43	·15
	65	·37		44	·07
	70	·18		83	·06
	208	·07		84	·005
				85	·15
Bathangaria, J.L. 159	58	·14		86	·11
	59	·005		89	·09
	62	·08		90	·13
	63	·05		91	·01
	64	·03		92	·25
	66	·05		93	·02
	67	·07		94	·27
	68	·01		95	·005
	70	·02		96	·33
	71	·005		97	·07
	73	·15		98	·02
	91	·07		134	·10
	92	·09		135	·21
	93	·11		138	·37
	101	·19		162	·08
	102	·01		163	·21
	105	·16		185	·01
	106	·21		189	·11
	115	·10		190	·03
	116	·09		191	·11
	117	·01		192	·06
	118	·11		193	·02
	119	·06		194	·08
	120	·19		202	·19
	197	·02		203	·19
	198	·03		204	·09
	199	·05		206	·005
	202	·04		207	·09
	203	·11		208	·06
	204	·10		209	·05
	205	·12		211	·06
				215	·32

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Mudipur, J. L. 183— <i>Contd.</i>	565	·40	Gurap, J.L. 126—(<i>contd.</i>)	2963	·005
	566	·22		2964	·11
	567	·09		2965	·18
	568	·04		2971	·08
	593	·005		2972	·10
	595	·07		2974	·21
	596	·32		2975	·05
	597	·08		2990	·06
	598	·05		2991	·07
	599	·11		2994	·09
	602	·25		2995	·05
	609	·12		3006	·10
	674	·02		3007	·15
	681	·30		3008	·05
	684	·23		3009	·05
	685	·15		3010	·07
				3011	·07
Gurap, J. L. 126	317	·01		3012	·13
	318	·04		3013	·04
	319	·07		3014	·06
	321	·02		3015	·03
	322	·01		3016	·02
	328	·36		3184	·02
	333	·05		3186	·07
	335	·09		3187	·08
	336	·08		3188	·09
	337	·08		3287	·04
	338	·05		3288	·04
	339	·05		3289	·04
	340	·02		3292	·12
	341	·14		3293	·08
	342	·13		3294	·07
	346	·02		3295	·09
	361	·12		3316	·14
	362	·12		4169	·06
	364	·09		4170	·01
	368	·23		4174	·05
	369	·13		4175	·13
	370	·01		4176	·09
	371	·11		4300	·01
	2745	·05		4303	·06
	2746	·10		4304	·09
	2747	·20		4305	·10
	2748	·01		4308	·11
	2869	·05		4309	·12
	2870	·15		4310	·09
	2872	·03		4311	·12
	2874	·07		4312	·01
	2875	·15		4324	·01
	2877	·10		4362	·12
	2883	·03		4365	·06
	2884	·30		4366	·50
	2888	·005		4367	·25
	2889	·05		4368	·02
	2928	·11		4374	·03
	2929	·22		4375	·14
	2936	·22		4376	·04
	2937	·005		4383	·005
	2949	·11		4388	·21
	2950	·06		4389	·20
	2951	·03		4390	·005
	2960	·09		4391	·22
	2961	·05		4392	·15

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Gurap J.L. 126—Contd.	4397	·005		560	·15
	4398	·13		591	·13
				592	·21
Bara Mallicpur, J. L. 131	298	·05		599	·22
	299	·10		600	·05
	301	·02		602	·01
	306	·005		604	·05
	307	·05		605	·02
	308	·01		606	·01
	309	·06		627	·03
	310	·13		629	·09
	315	·19		630	·07
	316	·17		635	·02
	317	·19		636	·07
	453	·06		637	·01
	454	·01		638	·03
	456	·05		639	·03
	457	·09		647	·04
	458	·10		648	·08
	464	·005		649	·09
	493	·005		650	·08
	495	·05		651	·05
	496	·15		652	·005
	499	·02		653	·01
	500	·08		662	·01
	501	·06		663	·05
	502	·13		666	·04
	503	·10		667	·01
	504	·09		668	·07
	505	·01		669	·04
	510	·01		670	·06
	531	·02		671	·06
	532	·19		949	·005
Satidaha, J.L. 132	6	·07		951	·07
	60	·03		952	·13
	61	·24		953	·06
	62	·10		954	·005
	63	·15		955	·29
	115	·14		956	·01
	118	·10		961	·03
	121	·03		962	·17
	122	·11		963	·02
	125	·04		1045	·11
	305	·16		1046	·15
	307	·03		1083	·08
	308	·07			
	309	·21	Balidaha, J. L. 125	366	·04
	312	·01		367	·19
	313	·15		370	·26
	319	·005		372	·03
	320	·14		374	·01
	321	·37		707	·15
	322	·15		708	·005
	344	·06		709	·04
	345	·15		710	·05
	346	·07		711	·16
	347	·02		713	·16
	348	·01		714	·02
	350	·08		796	·23
	351	·06		797	·01
	352	·01		800	·25
	353	·03		801	·17
	354	·08		802	·14
	355	·18		810	·005

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Malidaha J.L. 125—(Contd.)	811	·13		966	·14
	812	·08		970	·03
	813	·06		973	·05
	814	·06		974	·01
	819	·07		975	·03
	963	·07			
	964	·11	Pachhra, J. L. 156	313	·14
	965	·05		113	·14

[No. 31/33/83-ONG.]

New Delhi, the 18th January 1964

S.O. 357.—Whereas by a notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 3435, dated 5th December, 1963 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

STATE
GUJARATDISTRICT
BROACHTEHSIL
ANKLESHWAR

Village	Survey No.	Acre	Guntha	Sq. Yds
Panod	67	0	5	33
"	79	0	12	104
"	68	0	30	72
"	80/1	0	28	50
"	80/2	0	19	96
"	81	0	8	59
"	79	1	8	111
"	83	0	25	102
"	84	0	24	20
"	85	0	9	109
Diya	176/2	0	20	0
"	176/3	0	3	30
"	176/4	0	3	30
"	175/3	0	16	86
"	184	0	17	74
"	186	0	23	69
"	187	0	17	43
"	195	0	25	55
"	194	0	5	25

Village	Survey No.	Acre	Guntha	Sq. Yds
Diva—contd.	193/2	0	12	80
"	191	0	3	16
"	192	0	38	76
"	240	0	6	52
Divi	141	0	23	116
"	142	0	19	112
"	143	0	23	95
"	144	0	19	34
"	146	0	14	8
"	150	0	7	24
"	148	0	19	73
"	149	0	25	86
Survadi	213	0	7	47
"	215	0	4	29
"	220	2	2	88
Borbhata	113	0	33	114
"	223	0	8	59
"	116/A	7	31	99
"	313	0	4	6
Kansabari	38/A	0	19	11
"	44	0	4	29
Divi	5	1	4	66
"	3	0	8	59
"	53	0	11	92
"	2	0	14	17
"	246 paikl	0	16	86
"	246 paikl	0	12	104
"	209	0	36	7
"	208	0	25	55
"	206	0	18	39
Adol	699	0	15	83
"	698/2	0	15	114
"	698/I	0	1	35
"	391	0	17	90
"	393	0	33	20
"	394+354/2	0	1	112
"	355	0	7	16
"	356	0	28	104
"	352	0	0	109
"	357	0	22	60
"	351	0	15	97
"	350	0	28	104
"	349	0	11	38
"	342	0	39	25
"	343	0	2	116
"	347	0	2	85
"	346	0	31	40
"	348	0	3	57
"	700	0	14	110
"	701	0	3	18
"	694	0	0	82
"	692	0	23	64
"	691	0	22	95
"	687	0	10	42
"	686	0	11	100
"	684	0	31	37

Village	Survey No.	Acre	Guntha	Sq. Yds.
Adol— <i>contd.</i>	649	0	14	17
"	648	0	18	31
"	650	0	9	47
"	647	0	0	36
"	643	0	0	42
"	640	0	12	72
"	638	0	13	14
"	639	1	14	46
"	593	0	0	18
"	634/1	0	13	74
"	634/2	0	21	2
"	600	0	0	83
"	599	0	26	25
"	601	0	30	96
"	602	0	5	95
"	579	0	22	54
"	580/1	0	18	70
"	580/2	0	8	90
"	580/3	0	9	0
"	578	0	3	57
"	577	0	12	26
"	576	0	23	48
"	95	0	0	42
"	572	0	15	98
"	104	0	1	94
"	103	0	8	15
"	107	0	34	70
"	111 + 112	1	11	59
"	117	0	1	97
Boldra	58	0	14	17
"	61/2	0	14	33
"	61/2	0	29	22
"	57/1 + 2	0	23	17
"	57/3	0	16	102
Amboli	93	0	23	106
"	95	0	16	94
"	96	1	1	116
"	99	0	2	94
"	97	1	2	106
"	105	0	6	115
"	106	0	15	90
"	107	0	15	91
"	118	0	20	69
"	119	0	27	38
"	121	0	5	25
"	120	0	13	21
"	122	0	22	21
"	132	1	34	115
"	133	0	11	69
"	134	0	14	87
"	135	0	6	106
"	153	0	12	119
"	151	0	11	7
"	152	0	6	52
"	150	0	21	88
"	139	0	3	73
"	149	0	20	38
"	148	0	5	2
"	143	0	10	50
"	144	0	23	56
"	145	0	12	88
"	146	0	8	59
Choriasi	40	0	20	30

Village	Survey No.	Acre	Guntha	Sq. Yds.
Choriaši— <i>contd.</i>	41	0	0	117
"	39	0	6	52
"	149	0	4	60
"	150	0	18	46
"	151	0	5	73
"	152	0	1	119
"	27/1	0	22	45
"	154	0	16	24
"	155	0	4	6
"	26	0	1	1
"	38	0	34	86
Ankleshwar	279/1	0	9	33
"	279/2	0	12	65
"	277	0	14	110
"	276	0	2	83
"	275	0	7	18
"	233	0	6	37
"	234	0	0	14
"	235	0	16	117
"	263	0	9	8
"	262	0	34	109
"	259	0	11	7

[No. 31/38/63-ONG.]

New Delhi, the 20th January 1964

S.O. 358.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to the Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority—Special Land Acquisition Officer, C/o Indian Refineries Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar District—Monghyr Thana—Teghra

Village with thana No.	Survey (Plot No.)	Extent in acre	Village with thana No.	Survey (Plot No.)	Extent in acre
Bihat No. 504	7395	0.09	Malhipur No. 503— <i>contd.</i>	261	0.11
Simaria No. 500	4257	0.09		260	0.02
Malhipur No. 503	262	0.10		259	0.06
				265	0.09
				266	0.17

[No. 31/47/63-ONG-I.]

S.O. 359.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to the Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority—Special Land Acquisition Officer, C/o Indian Refineries Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar District—Monghyr Thana—Lakhisarai

Village with thana] No.	Survey (Plot No.)	Extent in acre	Village with thana No.	Survey (Plot No.)	Extent in acre
English No. 186 .	2300	0 025	English No. 186—contd.	1939	0 07
	2301	0 06		1938	0 08
	2302	0 06		1936	0 05
	2057	0 08		1933	0 05
	2056	0 13		1930	0 04
	2044	0 15		1931	0 005
	2043	0 095		1929	0 055
	2042	0 10		4201	0 27
	2041	0 055		1904	0 27
	2040	0 08		2353	0 14
	1961	0 15		2346	0 075
	1952	0 05		4237	0 08
	1951	0 05	Balgudar No. 134	346	0 17
	1950	0 07	Chouki No. 141	104	0 005
	1948	0 08			
	1947	0 07			

[No. 31/47/63-ONG-2.]

S.O. 360.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to the Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority—Special Land Acquisition Officer, C/o Indian Refineries Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar

District—Patna

Thana—Mokamch

Village with thana No.	Survey (Plot No.)	Extent in acre
Pachmahla No. 14	97	0 60

[No. 31/47/63-ONG-3.]

New Delhi, the 21st January 1964

S.O. 361.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill sites to collecting stations within the Ankleshwar Oil Field in Gujarat State, pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority at Elampeco, 4th Floor Sayajiganj Opp. College Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipeline Project, Oil and Natural Gas Commission. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Gujarat

District—Broach

Taluka—Ankleshwar

Village	Survey No.	Acre	Guntha	Sq. Yds.
Digas	212	0	2	
Do.	214/3	0	3	
Do.	215	0	6	
Do.	221/1	0	3	
Do.	222	0	2½	
Do.	250	0	1	
Do.	253/1	0	4	
Do.	253/2	0	1	
Do.	255	0	5	
Do.	256/1	}	0	7
	256/2			
Do.	257/1		0	10
	257/2			
	257/4			
Do.	263/1	0	7	
Do.	271	0	10-1/2	
Do.	272	0	12-1/2	
Do.	273	0	1-1/2	
Do.	274	0	3	
Do.	275	0	1	
Do.	276	0	4	
Do.	277/1	}	0	2
	277/2			
Do.	278/1		0	4
	278/2			
Sarthan	46/2	0	2-1/2	
Do.	56	0	3	
Do.	57	0	5	
Do.	58	0	4-1/2	
Do.	59	0	2-1/2	
Do.	62/1	0	1-1/2	
Do.	63/1	1	0	
Do.	63/3	0	1-1/2	
Do.	63/2	0	2	
Do.	63/4	0	1	
Do.	63/5	0	2-1/2	
Do.	65/1	0	2	
Do.	65/2	0	2-1/2	
Do.	65/3	0	8	

Village	Survey No.	Acre	Guntha	Sq. Yds.
Sarthan— <i>contd.</i>	93/1	0	1	
Do.	94/1	0	1-1/2	
Do.	94/3	0	2-1/2	
Do.	96/1	0	1-1/2	
Hajat	171	0	1/2	
Do.	173	0	4	
Do.	188	0	2-1/2	
Do.	200	0	6	
Do.	201	0	3	
Do.	230	0	1	
Do.	234/1	}	0	1
Do.	234/2		0	1
Do.	280	0	1	
Sarthan	147/1	0	1-1/2	
Do.	148	0	2-1/2	
Telwa	14	0	2	
Umarwada	271/2	0	1	
Do.	277	0	4	
Do.	281/1	0	2	
Do.	282	0	4	
Do.	284/2	0	2	
Do.	284/3	0	4	
Do.	287	0	3	
Do.	289	0	9	
Do.	290	0	2	
Do.	291	0	2-1/2	
Do.	326	0	5	
Do.	372	0	5-1/2	

[No. 31(67)/63-ONG.]

S.O. 362.—Whereas by a notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2994 dated 8th October, 1963 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Refineries Limited free from all encumbrances.

SCHEDULE

State—Bihar District—Monghyr

Thana—Chakal

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Telwa No. 29	379A	0·015	Telwa No. 29	827B	0·025
Tola-Kilabaran	379B	0·055	Tola-Kenohar— <i>contd.</i>	826C	0·050
	392	0·005		826D	0·025
	378	0·010		827C	0·075
	370A	0·065		827D	0·020
	370B	0·020	Telwa No. 29	1227A	0·010
	369	0·070	Tola-Gopalamaran	1227B	0·020
	371A	0·050			
	371B	0·030	Telwa No. 29		
Telwa No. 29	571A	0·020	Tola-Ghorparan	588A	0·580
Tola-Kenohar	572	0·075		569	0·050
	571B	0·040		568	0·340
	573	0·060		562A	0·140
	564	0·010		561	0·025
	574	0·270		562B	0·280
	576	0·060		458	0·030
	575	0·040		563A	0·340
	567	0·110		563B	0·510
	566A	0·070		524A	0·170
	566B	0·100		524B	0·120
	583	0·060		524C	0·080
	584A	0·230		521A	0·050
	581B	0·050		512	0·100
	584C	0·025		511	0·040
	584D	0·100		513	0·100
	585B	0·050		514	0·050
	712	0·440		515A	0·200
	713	0·005		515B	0·220
	715	0·060		498	0·140
	714	0·020		515C	0·025
	727	0·070		499	0·160
	729A	0·125		497A	0·050
	726	0·020		496	0·260
	729B	0·020		497B	0·170
	731	0·080	Telwa No. 29		
	732	0·020	Tola-Lilabaran	39A	0·180
	756	0·110		47	0·005
	752	0·010		41	0·005
	755	0·010		40	0·015
	754	0·065		39B	1·530
	768	0·015		309	0·230
	769	0·060		295	0·030
	771A	0·015		294	0·025
	771B	0·050		299A	0·010
	770	0·025		299B	0·015
	781A	0·100		299C	0·015
	781B	0·030		299D	0·025
	781C	0·030		299E	0·025
	780	0·030		299F	0·020
	781D	0·070		299G	0·015
	781E	0·060		299H	0·010
	811	0·015		299I	0·030
	815	0·050		296	0·005
	817	0·005		297	0·010
	816	0·120		299J	0·045
	825	0·020		299K	0·035
	827A	0·200		299L	0·045
	826A	0·025		299M	0·120
	826B	0·045		299N	0·140

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in a re
Telwa No. 29	300	0.340	Telwa No. 29	119	0.200
Tola-Lilabaran— <i>contd.</i>	301	0.050	Tola-Nagbay— <i>contd.</i>	118	0.015
	290	0.015		117	0.025
	289	0.020		116	0.015
	302	0.020		115	0.035
	303	0.030		113	0.005
	304	0.040		114	0.025
	384A	0.030		109	0.020
	384B	0.020		110A	0.025
	383	0.190		110B	0.120
	386	0.030		105	0.010
	388	0.010		104	0.080
	387A	0.055		103	0.260
	387B	0.065		145	0.180
	380	0.005		146	0.025
				147	0.060
				148	0.150
Telwa No. 29	738	0.045		154	0.120
Tola-Titahichak	745A	0.030		155A	0.030
	745B	0.015		155B	0.120
	741A	0.065		156	0.025
	740	0.130		162	0.010
	741B	0.060		164	0.040
	745C	0.240		165	0.010
Telwa No. 29	1	0.065		168	0.050
Tola-Nagbay	2	0.750		163	0.020
	9	0.020		177	0.020
	11	0.060		176A	0.060
	10	0.030		176B	0.015
	15	1.000		178A	0.020
	16	0.020		178B	0.030
	18	0.160		179	0.005
	19	0.035		181	0.200
	20	0.095		191	0.005
	21A	0.160		192A	0.025
	20B	0.040		192B	0.020
	23	0.020		192C	0.050
	22A	0.060		190	0.640
	21B	0.250		226	0.070
	22B	0.010			

[No. 31/47/63-ONG.]

B. SUBBA RAO, Under Secy.

MINISTRY OF STEEL, MINES AND HEAVY ENGINEERING

(Department of Mines and Metals)

ND 20/1

S. O. 363.—Whereas by the notification of the Government of India in the Ministry of Mines and Fuel S. O. 2303 dated the 24th August, 1963 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedules appended to that Notification ;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government ;

And whereas the Central Government after considering the report and after consulting the Government of Bihar is satisfied that—

- (a) the lands measuring 10.75 acres or 4.35 hectares described in the Schedule I appended hereto ; and

- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 549.25 acres or 222.45 hectares described in the Schedule II appended hereto ;

should be acquired.

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 10.75 acres or 4.35 hectares described in the said Schedule I and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 549.25 acres or 222.45 hectares described in the said Schedule II are hereby acquired.

The plans of the area covered by this Notification may be inspected in the office of the Deputy Commissioner, Dhanbad (Bihar) or in the office of the Coal Controller, I, Council House Street, Calcutta or in the office of the National Coal Development Corporation Limited (Revenue Section) "Darbhanga House", Ranchi.

SCHEDULE I

Monidi Colliery (Mine No. 1) Central Jharia Block (Extn) Sub-Block 'A'

Drg. No. Rev/119/63.

Dated 25-3-63

(Showing lands acquired)

'All Rights'

Sl. No.	Village	Thana	Thana No	District	Area	Remarks
1	Samsikhra	Jharia	95	Dhanbad		Part
2	Gopinathdih	Jharia	97	Dhanbad		Part
Total area : 10.75 acres (Approx)						
Or 4.35 hectares (Approx.)						

Plot No. acquired in village Samsikhra :
11(P)

Plot Nos. acquired in village Gopinathdih :

2 (P), 52(P), 53, 54 (P), 55 (P), 56, 57(P), 58, 59 (P), 61, 63 (P), 73 (P), 74 to 78, 79(P), 83 (P) 84 (P), 85 (P), 86 to 91, 92 (P), 93 (P), 94, 95, 96, 97 (P), 98(P), 99(P), 100(P), 101, 102, 103, 104 (P), 105(P), 108(P), 274 (P), 407 (P) and 540(P).

Boundary by Description of Sub-Block 'A'

H—G line passes along the part western boundary of (Road) in village Samsikhra and Gopinathdih and meets at point 'G'.

G—F line passes through plot Nos. 540, 165, 92, 93, 97, 98, 100, 99, 104, 105 and 407 in village Gopinathdih and meets at point 'F'.

F—E line passes through plot Nos. 407, 274 and 108 in village Gopinathdih and meets at point 'E'.

L—H line passes through plot Nos. 108, 274, 52, 54, 55, 57, 59, 62, 73, 79, 84, 85, 83, 2 and 540 in village Gopinathdih, through plot No. 11 in village Samsikhra and meets at point 'H' (which is the part common boundary of Central Jharia Block notified under section 7 (1).

SCHEDULE ' II'

Sub-Block 'B'

Drg. No. Rev/119/63.

Dated 5-11-63

(Showing lands where rights to mine quarry, bore, dig and search for, win, work and carry away minerals, are acquired).

Mining Rights

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1	Garbhadh	Jharia	86	Dhanbad		Part
2	Manidi	Jharia	85	Dhanbad		Part
3	Samsikhra	Jharia	95	Dhanbad		Part
4	Dubrajpur alias Dubrajdh	Jharia	94	Dhanbad		Part
5	Baludih	Jharia	93	Dhanbad		Part
6	Gyandh	Jharia	97	Dhanbad		Part
7	Jatudih	Jharia	104	Dhanbad		Part
8	Sabaladh	Jharia	103	Dhanbad		Part

Total area : 549.25 acres (Approx.)
Or 222.45 Hectares (Approx.)

Plot Nos. acquired in village Garbhadh :

1 (P), 2 (P), 3, 4 (P), 5, 6(P), 7 to 10, 11(P), 12(P), 19(P), 38 (P), 39, 40 (P), 41(P), 42(P), 43(P), 44, 45, 45(P), 112(P), 113, 114(P), 118 (P), 119 to 123, 124(P), 139(P), 149(P), 150(P), 151 (P), 153 (P), 154 (P), 155 to 194, 195(P), 196(P), 197 to 202, 203(P), 204(P), 205, 205(P), 207(P), 212 (P), 213 (P), 216(P), 218(P), 219, 220(P), 223(P), 224 (P), 225, 225(P), 231 (P), 232 to 245, 246(P), 247, 248(P), 249(P), 251(P), 252(P), 253 to 283, 284(P), 285, 286, 287(P), 289 to 324, 325(P), 326 (P), 327(P), 328(P), 329(P), 333 (P), 334 to 602, 603(P), 604 (P), 606(P), 648(P), 649(P), 650(P), 651 (P), 652(P), 653(P), 658(P), 659(P), 660(P), 663(P), 664(P), 665(P), 666(P), 671(P), 672(P), 673(P), 678, 679(P), 680(P), 681(P), 697(P), 698, 699, 700(P), 704(P), 705, 706, 707(P), 711(P), 712, 713, 714(P), 721(P), 722(P), 723 to 759, 760(P), 761(P), 793(P), 921, and 922.

Plot Nos. acquired in village Manidi :

70(P), 71 to 80, 81(P), 82, 83, 84(P), 85(P), 86(P), 216(P), 217, 218, 219(P), 220(P), 221, 222, 223(P), 227(P), 228, 229(P), 230, 231(P), 232(P), 240(P), 241(P), 242, 243, 244(P), 245(P), 246 to 271, 272(P), 273(P), 274 to 278, 279(P), 280(P), 281, 282, 283(P), 284(P), 285(P), 286(P), 511 (P), 512 to 515, 516(P), 517(P), 518(P), 519(P), 520 to 685, 686(P), 687(P), 688(P), 689 to 758, 759(P), 760(P), 761, 762(P), 798(P), 804(P), 805 to 818, 819(P), 821(P), 822 (P), 824 (P), 825 (P), 826(P), 827(P), 849 (P), 851(P), 852(P), 853 to 857, 858(P), 776(P), 777(P), 778(P), 779 to 786, 787 (P), 788 to 797.

Plot Nos. acquired in village Samsikhra :

11 (P), 86(P), 89(P), 90(P), 95 (P), 115 (P), 116(P), 117 to 123, 124(P), 126(P), 127, 128(P), 129 to 132, 134 (P), 135(P), 136(P), 137(P), 138 (P), 139(P), 140 to 143, 144(P), 145, 146, 147, 148(P), 156(P), 157(P), 158 to 213, 214 (P), 215 to 229, 233(P).

Plot Nos. acquired in village Dubrajpur alias Dubrajdh

2 (P), 40 (P), 41, 42, 43, 44 (P), 45 (P), 46 (P), 47(P), 48 to 65, 66(P), 67(P), 72(P), 73(P).

Plot Nos. acquired in village Baludih :

1 to 17, 18(P), 26 (P), 27, 28, 29, (P), 30(P), 31 (P), 33 (P), 35 (P), 36(P), 37(P), 38 to 41, 42 (P), 43 to 60, 61(P), 62(P), 63 to 69, 70(P), 72 (P), 74 (P), 77 (P), 78 to 82, 83(P), 84(P), 85(P), 86(P), 87(P), 94 (P), 95(P), 147(P), 148(P), 150(P), 151(P), 153 (P), 154, 155 (P), 171 (P), 172 (P), 173, 174, 175(P), 176(P), 177, 179, 181.

Plot Nos. acquired in village Gopinathdih :

92 (P), 93 (P), 97 (P), 98 (P), 99 (P), 100(P), 104 (P), 105 (P), 106, 107, 108 (P), 110(P), 119 (P), 122(P), 123(P), 124, 125, 126(P), 127 to 136, 137(P), 138(P), 156(P), 157, 158(P), 159, 160 (P), 161(P), 274 (P), 407 (P), 432(P), 439(P) 443(P), 444(P), 445(P), 446(P), 447(P), 450(P), 451(P), 452 to 457, 458(P), 464(P), 465, 466, 467(P), 468 to 512, 513(P), 514 to 539, 540(P).

Plot Nos. acquired in village Jatudih :

2 (P), 3 (P), 4(P), 5(P), 6 to 12, 13 (P), 14 to 43, 44(P), 45 to 102, 103(P), 104 (P), 105, 106, 107(P), 108 to 113, 114(P), 115(P), 116(P), 127 (P), 128(P), 129(P), 130(P), 131 to 135, 136(P), 137 to 148, 149(P), 150 to 156, 147(P), 164 (P), 165(P), 166 (P), 167, 168 to 171, 172 (P), 173 (P), 248, 249, 250, 251, 252, 253(P), 258 (P), 259(P), 540(P), 541(P).

Plot Nos. acquired in village Sabaldih :

1 to 63, 64(P), 65 to 79, 80(P), 81 to 92, 93(P), 94 to 103, 104(P), 105, 106(P), 108(P), 117(P), 118 (P) 132(P), 230(P), 231(P), 233, 234(P) 249(P), 250(P), 273(P), 274(P).

Boundary Description of Sub-Block 'B'

A—B line passes along the part Central line of Bansjhar nala (which is also the part western boundary of village Garbhudih) and meets at point 'B'.

B—C line passes through Bansjhar nala plot No. 1 in village Garbhudih and again through plot Nos. 2, 325, 326, 327, 328, 329, 333, 606, 603, 604, 648, 649, 650, 651, 652, 653, 658, 660, 659, 664, 663, 665, 666, 671, 672, 673, along the southern boundary of plot No. 678, through plot Nos. 679, 680, 681, 697, 700, 704, 707, 711, 714, 722, 721, 793, 761, 700, in village Garbhudih, through plot Nos. 762, 760, 759, 760, 778, 777, 776, 787, 798, 104, 827, 826, 825, 824, 822, 821, 819, along common boundary of plot nos. 848 and 849, through plot Nos. 849, 851, 852, 858, in village Manidi.

Along northern boundary of plot No. 1 and through plot Nos. 2, 40, 44, 45, 46, 47, 46, 67, 66, 72, 73, in village Dubrajpur, through plot Nos. 18, 26, 29, 30, 31, 33, 35, 36, 37, 42, 70, 72, 77, 74, 77, 86, 85, 84, 83, 86, 87, 94, 95, 62, 61, 147, 148, 150, 151, 153, 155, 172, 171, 175, 176 along the southern boundary of plot No. 177 in village Baludih.

Along northern boundary of plot No. 1 and through plot Nos. 2, 3, 4, 5, 541, 13, 539, 540, 538, 114, 115, 116, 538, in village Jatudih and meets at point 'C'.

C—D line passes through plot Nos. 538, 116, 107, 104, 103, 130, 129, 128, 127, 136, 173, 172, 164, 165, 166, 149, 157, 44 and 253 in village Jatuidih, through plot nos. 64, 274, 273 and 49, in village Sabaldih and meets at point 'D'.

D—E line passes through plot Nos. 249, 250, 249, 80, 234, 231, 230, 80, 132, 108, 106, 104, 93, 117, 118, in village Sabaldih, through plot Nos. 513, 432, 439, 444, 443, 445, 446, 447, 451, 450, 458, 464, 467, 407, 161, 160, 158, 156, 137, 138, 126, 122, 123, 119, 110 and 108 in village Gopinathdih and meets at point 'E' (which is the part common boundary of central Jharis Block notified U/s 7(I)).

E—F line passes through plot Nos. 108, 274, 407 in village Gopinathdih and meets at point 'F' (which is the part common boundary of Sub-Block 'A'—All right).

F—G line passes through plot Nos. 437, 105, 104, 99, 100, 98, 97, 93, 92, 105 and 540 in village Gopinathdih and meets at point 'G' (which is the part common boundary of Sub-Block 'A'—All right).

G—H line passes along the part western boundary of plot No. 540 in village Gopinathdih and part western boundary of plot No. 11 in village Samsikhra and meets at point 'H' (which is the part common boundary of Sub-Block 'A'—All right).

H—A line passes through plot Nos. 214, 115, 116, 124, 126, 128, 134, 95, 134, 135, 136, 89, 90, 137, 86, 138, 139, 138, 144, 148, 157, 233, 156 in village Samsikhra.

Through plot Nos. 511, 516, 517, 518, 519, 518, 272, 273, 279, 280, 283, 284, 285, 286, 245, 244, 215, 21, 231, 232, 229, 227, 223, 220, 219, 216, 81, 84, 85, 86, 70, 686, 688, 687 and 688 in village Manidi.

Through plot Nos. 151, 150, 149, 153, 154, 139, 124 along the Southern boundary of plot Nos. 125, 126 through plot Nos. 118, 114, 112 along the Southern boundary of plot No. 103, through plot Nos. 195, 196, 212, 207, 206, 204, 203, 216, 218, 220, 223, 224, 213, 226, 231, 46, 43, 42, 41, 40, 38, 246, 248, 249, 251, 262, 284, 19 along the common boundary of plot Nos. 18, 288, 286 and through plot Nos. 287, 11, 12, 6, 4, 2 and 1 in village Garbhudih and meets at point 'N' [which is the part common boundary of Central Jharis block notified U/s 7(I)].

CORRIGENDA

New Delhi, the 21st January 1964

S.O. 364.—In the notification of the Government of India in the late Ministry of Mines and Fuel No. 3137 dated the 29th October, 1963 and published in the Gazette of India, dated the 9th November, 1963, Part II, section 3, sub-section (ii) at pages 3940 to 3944:—

(1) at page 3941

- (i) in the fifteenth line for "Baribhat" read "Baribhatari".
- (ii) in the twentieth line for "Makardhorra" read "Makardhokra".

(2) at page 3942

- (i) in the eleventh, twentyninth, thirtythird and fortythird lines, for "Konowa" read "Kanowa".
- (ii) in the twentysixth line for "Shirpuri" read "Shirpur".
- (iii) in the thirtyeighth line, for "village Balgaon 59,87", read, "village Balgaon through Plot nos. 59,87."

(3) at page 3944

- (i) in the eleventh line for "Narasala" read "Narsala".
- (ii) in the twentysixth line for "16" read "15".

[No. C2-25(3)/61-Vol.II.]

New Delhi, the 23rd January 1964

S.O. 365.—In the Notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 2989 dated the 7th October, 1963, published at pages 3791-3792 in Part II Section 3, Sub-section (ii) of the Gazette of India dated the 19th October, 1963;

1. At page 3791:—

- (a) (i) In lines 11 and 18, for "1062.70" read "1062.72".
- (b) (i) In line 34, for "4/1 cha" read "4/1 GA, 4/1 Gha".
- (ii) In line 35, for "171" read "17/1".
- (iii) In line 37, omit "91/1(P)".
- (iv) In line 40, for "301/(P)" read "301(P)".
- (v) In lines 43 and 44, for "339 to 42 and 362-3, 362-4" read "339 to 342, and 362/3-362/4".
- (vi) In line 46 for "389/GA" read "389/1 GA".
- (vii) In line 47 for "399-40" read "399-400".
- (viii) In line 50 for "515, 516-517/2 and 529/1-524-525" read "515-516-517/2 and 520/1-524-525".
- (ix) In line 51 for "535/1 Gua" read "535/1 Gha".
- (x) In line 52 for "585-587/2" read "586-587/2".

2. At page 3792:—

In line 3 for "647/5-589/1 Gha" read "647/5-389/1 Gha."

[No. C2-22(9)/60.]

ERRATA

New Delhi, the 18th January 1964

S.O. 366.—In the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 3044, dated the 5th September, 1963 and published in the Gazette of India, dated the 26th October, 1963, Part II, Section 3, Sub-section (ii) at pages 3857 and 3858:—

at page—3858:—

- (i) in line 10, for "Drg. No. Rev/75/3" read "Drg. No. Rev/75/63".
- (ii) in line 19, for "4.8 acres", read "4.88 acres".

[No. C2-20(38)/62.]

A. NABAR, Under Secy.

MINISTRY OF EDUCATION**(Deptt. of Education)****(ARCHAEOLOGY)****CORRIGENDUM***New Delhi, the 18th January 1964*

S.O. 367.—In the Schedule to the notification published as S.O. No. 3567 on page 4332 in Part II Section 3(ii) of the Gazette of India, dated the 28th December, 1963 the following correction is notified:—

In column 10 under heading "Ownership" for Survey plot No. "3113" substitute "3213".

[No. F.4-20/63-C1.]

S. J. NARSIAN,
Assistant Educational Adviser.

MINISTRY OF LABOUR AND EMPLOYMENT*New Delhi, the 30th December 1963*

S.O. 368.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the Calcutta Insurance Limited and their workmen which was received by the Central Government on the 24th December 1963.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**REFERENCE No. 12 of 1963****PARTIES :**

Employers in relation to the Calcutta Insurance Limited,

AND

Their workmen.

PRESENT :

Shri L. P. Dave—Presiding Officer.

APPEARANCES :

On behalf of employers—Shri N. Das Gupta, Advocate.

On behalf of workmen—Shri D. L. Sen Gupta, Advocate.

STATE : West Bengal.**INDUSTRY :** Insurance.**AWARD**

The Government of India, Ministry of Labour and Employment, by their order No. 70(5)/63-LRIV, dated 28th August 1963, have referred the industrial dispute existing between the employers in relation to the Calcutta Insurance Limited, Calcutta, and their workmen in respect of the question whether the dismissal of Shri Jhabbar Nau, peon of the said employers, was justified and, if not, to what relief he was entitled, for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed their written statements. The workmen represented by the 'General Insurance Employees' Association, Calcutta (hereafter referred to as the Union), contended *inter alia* that Shri Jhabbar was a protected workman within the meaning of Section 33 of the Industrial Disputes Act; that he received a telegraphic communication on 3rd May 1963, that his mother was hopeless and he should start immediately for his village; that he thereupon applied for one month's leave on 4th May 1963; that according to the usual procedure he was verbally informed by the dealing clerk Duita that his leave had been sanctioned as prayed for and accordingly he left for his village on the same day after office hours; that in spite of this with a motive of victimising him for his Trade Union activities, the employer sent him a registered letter, dated 8th May 1963, which he received on 14th May 1963,

threatening disciplinary action against him for being absent without leave; that there was nothing particular to explain and as the workman was much disturbed in the serious condition of his mother, he could not and did not attend to the above letter of the employer; that the condition of his mother did not improve but still in the anxiety of his service he started for Calcutta at his earliest convenience on 30th May 1963 and reported for duty on 1st June 1963, that is, five days before the date of expiry of leave, but Dutta to whom he reported for work did not allow him to join his duties; that thereupon he addressed a letter to the employer stating all relevant facts; that he was verbally told that he had been dismissed; that the said dismissal was unjustified, *malafide* and illegal. The Union therefore prayed that the dismissal should be held unjustified and the workman concerned should be ordered to be reinstated with all back wages.

3. The employers (hereafter referred to as the Company) contended *inter alia* that several of the allegations of the Union were irrelevant for the purpose of this adjudication; that Jhabbar was appointed on a temporary basis from 13th January 1961; that according to leave rules of the company, he was entitled to privilege leave for 21 days after he had completed 12 months' continuous service; that still on 25th May 1961 he made an application asking for 15 days' leave enclosing a telegram stating that his father was hopeless and he should start immediately; that though he was not entitled to any leave, leave was granted as a special case for one week but he did not return for work after the expiry of the said leave and absented himself for further six days by overstaying his leave; that on 16th May 1962 he applied for three weeks' leave on the ground of his wife's illness but this leave was not sanctioned; that on 28th May 1962 he gave an application enclosing a telegram stating that his father was hopeless; that he started for home without getting his leave sanctioned; that after going home he sent a telegram which reached the company on 8th June 1962 to the effect that his father was precarious and he therefore prayed for ten days' extension; that an application dated 4th May 1963 was received by the dealing clerk Dutta on 6th May 1963; that Jhabbar had no talk with Dutta on 4th May 1963 on any matter nor on leave nor was he verbally informed by Dutta that his leave for one month had been sanctioned; that the different allegations in this connection are false; that when on 6th May 1963, it was found that Jhabbar had absented from work and left for home, a letter was issued to him on 8th May 1963 to which he did not care to reply; that the telegram is not evidence of the alleged illness of his mother; that there was no evidence to show that his mother was sick at all or that her sickness continued thereafter; that Jhabbar had left for home without getting his leave sanctioned; that even in spite of receipt of the company's letter, he did not care to submit his explanation; that the company thereupon sent him a letter on 21st May 1963 fixing an enquiry on 31st May 1963; that no enquiry was necessary; that Jhabbar had rendered himself liable to be dismissed for unauthorised absence; that the management however held an enquiry on 31st May 1963 and found him guilty of unauthorised absence and dismissed him by letter of 1st June 1963; that he filed an application on 1st June 1963 and later on sent another petition containing various false allegations as after-thought to cook up a story in his defence; that he is not a protected workman as alleged; that neither management nor Dutta had any reason to victimise Jhabbar; that the allegations in this respect are all false. The company therefore urged that the dismissal of Jhabbar was proper and that he was not entitled to any relief.

4. The dispute in the present case relates to the dismissal of a peon named Jhabbar who was admittedly appointed as such in the Calcutta Insurance Limited in January 1961. He was dismissed on 1st June 1963 for unauthorised absence from duty from 6th May 1963. The Union's case is that on 3rd May 1963, the workman received a wire from his father informing him that his mother was hopeless. Thereupon on 4th May 1963, he approached a clerk Dutta who deals with such matter and showed this wire to him. Dutta told him that as his train was leaving in the evening, he could work for that day and leave in the evening. The Union's further case is that Jhabbar got an application for leave for one month written and went to give it to Dutta but Dutta said that he should give it to the clerk of the despatch department. It is further their case that Dutta informed him about 11 a.m. that his leave had been granted for one month, and thereupon Jhabbar left Calcutta that evening and went to his native place where his mother was lying ill.

5. According to the Company, the allegations that Jhabbar had seen Dutta on 4th and Dutta had said that his leave had been granted are all false. Their case is that the application for leave of Jhabbar was found by Dutta lying on his table when he went to his office on 6th May 1963. He thereupon put it up before the Managing Director who alone had the power to grant leave. The Managing Director enquired whether Jhabbar was on duty that day but was told that he

was not. Thereupon, at the instance of the Managing Director, a notice was sent to Jhabbar by registered post on the 8th informing him that he had been absenting from duty from 6th without leave which was considered to be a serious misconduct and he was asked to show cause within two days from the receipt of the letter as to why disciplinary action should not be taken against him. This letter was sent to Jhabbar by registered post and reached him on the 14th. Admittedly he did not reply to it.

6. The Company further contends that having not got any reply to the above letter, and though it was not bound to hold an enquiry in the matter, an enquiry was held on the 31st May and Jhabbar was informed about it on 21st May by a letter sent to him under Certificate of Posting. Jhabbar did not appear at the enquiry which was duly held in his absence. He was held guilty and thereupon the management ordered his dismissal and a letter was sent to him about it on 1st June 1963.

7. The workmen's case is that though Jhabbar received the letter of 8th May 1963 on 14th May 1963, he did not know its contents because there was no one in the village who could read. He got this letter read out to him after about a week when he went to a nearby town. Even then he did not reply because he thought of joining his duties on the 1st June; accordingly he reached Calcutta on the 1st of June and went to join his duty but was not allowed to do so by Dutta who told him that he had been dismissed. Here again there is a difference between the employers' and the workmen's case. According to the workmen, when Dutta did not allow Jhabbar to join his duty, Jhabbar went to the Union and got a letter typed out which he signed and gave it to Dutta but Dutta said that he would not get his job on such a letter and he should give another letter which he would write out and he therefore wrote another letter and took Jhabbar's signature on it. On the other hand, the employer's case is that Jhabbar had approached Dutta with this hand written application and at that he was told that he had been dismissed. Thereafter he must have approached the Union and got a letter typed with false allegations as an after-thought to support his case and this typed letter was subsequently sent by Jhabbar probably by post.

8. The first question that would require consideration is whether Jhabbar had been granted leave on 4th May 1963 as alleged by him. As I mentioned above, the Union's case is that Jhabbar had received a wire on 3rd with which he went to the clerk Dutta and Dutta told him that he could go in the evening and further that Jhabbar went to give the application for leave to Dutta but Dutta said that he should give it to the clerk in the Despatch Department and accordingly gave this application to the clerk in the Despatch Department. It is further alleged that Dutta had definitely told Jhabbar orally that his leave for one month had been granted and it is because of this that he left for his native place that evening.

9. In support of this allegation, the Union have examined the workman concerned (namely Jhabbar) and a clerk A. K. Bannerjee who is the Group Secretary of the Union. Jhabbar's evidence is to the above effect. The evidence of Bannerjee is to the effect that on 4th May Jhabbar came to him first between 10.30 a.m. to 10.45 a.m. and told him that he had given an application for leave to Dutta but that he was not sure whether it would be granted or not. Bannerjee has further stated that after a few minutes Jhabbar again went to him and told him that his leave had been sanctioned and that he (i.e. Bannerjee) believed that during this time Dutta must have taken the application to the Secretary and got it sanctioned and he must have thereafter told Jhabbar that the leave was sanctioned.

10. It may be noted at the outset that there are discrepancies between the evidence of Jhabbar and Bannerjee in several respects. Firstly, according to Jhabbar, Dutta had power to grant leave and in exercise of that power Dutta had granted him leave and told him about it. On the other hand, Bannerjee says that Dutta had no power to grant leave even to the subordinate staff and the power was with the Secretary. Then Bannerjee says that Jhabbar met him twice and that at the first occasion he said that he had given an application for leave and that he was not sure whether his leave would be granted and even wanted Bannerjee to use his influence to have it granted, and that after some time, Jhabbar again went to him and told him that his application had been granted and Bannerjee believed that during this time Dutta must have taken the application for leave and got it sanctioned by the Secretary. Jhabbar does not only not refer to having had any talk with Bannerjee, but he says that leave was granted to him by Dutta, as soon as he asked for it; that is, he could not have had any doubt at any time whether leave asked for would be granted to him. In other words, Bannerjee's evidence contradicts Jhabbar's in several respects.

11. It was urged by Shri Sen Gupta on behalf of the workmen that the Circular Exhibit W-9, dated 24th January 1962 showed that Dutta had power to grant leave. That circular mentions that Dutta was designated as Head-assistant and that he had to handle matters mentioned therein including staff leave applications. It was urged that this shows that Dutta had power to grant leave. I do not agree with this contention. When a person is asked to handle an application, it does not mean that he has the power to grant it or reject it or to pass orders on it. It only means that he has to look into it and put it up for orders before the appropriate officer with remarks, if any, that may be necessary. I do not agree with the interpretation sought to be put on this circular that Dutta had power to grant leave.

12. It may be mentioned in this connection that soon after this circular was issued, Jhabbar had applied for leave in 1962 on 28th May 1962 (Ex. E-8). This application bears the endorsement of the Managing Director about granting him seven days' leave. If Dutta had the power to grant leave, there was no reason why this application should have been put up before the Managing Director or as to why leave should have been granted by the Managing Director.

13. It was then urged on behalf of the workmen that the company has not produced any order showing that the power to grant leave remained with the Managing Director alone and that no one else had power to do so. This contention, in my opinion, has no force. The Head of the office has the power to grant leave. This power can be delegated and it would be for the party alleging such a delegation to show that there has been such a delegation. In the absence of any order about delegation, it must be held that there was no delegation.

14. As I said above, except the evidence of Jhabbar there is no evidence to show that Dutta had power to grant leave to the sub-staff. Dutta is an ordinary Head-assistant and I do not think that such power should have been delegated to him. Jhabbar's evidence on this point is contradicted by the Union's own witness Bannerjee who is, as I stated above, the Group Secretary of the Union and who has definitely stated that Dutta had no power to grant leave even to the members of the sub-staff.

15. The Secretary of the Company Shri Chatterjee has been examined as a witness on behalf of the Company. He has stated that applications for leave even of peons are not put before him if the Managing Director is present in the office. In other words, the power to grant leave is with the Managing Director when he is present and might be with the Secretary in absence of the Managing Director. Chatterjee has also stated that applications for leave can be granted only by the Managing Director. On the whole, I do not believe Jhabbar's allegation that the power to sanction leave was with Dutta.

16. Coming to the question as to what happened on the 4th May, we have, as I mentioned above, firstly the version of Jhabbar that he approached Dutta who granted him leave and asked him to give an application to the Despatch section. Then there is evidence of Bannerjee who is the Group Secretary of the Union and all that he said is that Jhabbar told him that he had been granted leave. It may be noted here that Jhabbar himself does not mention that he had gone to Bannerjee or told him anything. He does not refer to either earlier talk as alleged by Bannerjee or to the later talk as alleged by him. Bannerjee has no personal knowledge about the grant of leave, and his evidence could have been used only to corroborate Jhabbar's evidence, if any, on the point of Jhabbar having told Bannerjee about grant of leave to him; and when Jhabbar himself does not say anything in the matter, the statement of Bannerjee that Jhabbar told him a particular thing is mere hearsay and not admissible in evidence and in any case has no value.

17. Thus the only evidence about the alleged grant of leave is that of Jhabbar alone. That allegation is denied by Dutta who has said not only that he did not grant any leave but that Jhabbar had not even met or seen him on the 4th May. I do not believe Jhabbar. I believe Dutta and hold that the allegation of Jhabbar that he had approached Dutta on the 4th May and his further allegation that Dutta had granted him leave are not true.

18. The probabilities also are against Jhabbar's allegation being true. Firstly, Jhabbar is not clear as to by whom he had got his application for leave written. He says that he had got it written by a clerk in the office but he does not remember the name of that clerk. That clerk has not been examined. If Jhabbar's application had been written in the office on the 4th after he approached Dutta and after Dutta told him to give an application and if this application had been written by some clerk of the office that clerk could have been examined in support of that allegation; but that has not been done.

19. It is then said that Jhabbar first went to give this application to Dutta but Dutta said that it should be given to the despatch section. This allegation is made probably to explain as to why no orders were passed on the application itself on the 4th and to suggest that the application must have been put up before the Managing Director on the 6th who must not have granted it to victimise Jhabbar. If this application was given to the clerk of the despatch section, it would have borne a rubber stamp of receipt. Shri Bannerjee has stated that when any letter is received by the clerk in the despatch section, a rubber stamp about receipt is affixed to it but there is no such stamp on this application though we find such a rubber stamp in the typed application of Jhabbar of 1st June 1963 to which I shall come later on. In this connection, I may mention that before the Conciliation Officer, it had been alleged that this application had been given by Jhabbar to the Receiving Clerk of the company after obtaining a receipt from him. In his deposition, Jhabbar does not refer to any such receipt nor has any such receipt been produced before me, nor is the clerk to whom this application is said to have been given examined. I do not believe Jhabbar's allegation that this application was given by him to a clerk of the despatch section nor do I believe that he did so at the instance of Dutta. Admittedly, he did not give his application to Dutta. I believe Dutta's allegation that he found this application lying on his table when he went to the office on 6th May 1963.

20. If this application had really been granted on the 4th as alleged by Jhabbar, there is no reason why within only two days, the employer should have thought of taking action against him. It has been alleged that action was taken against him because of his Trade Union activities. Excepting that Jhabbar is a member of the Executive Committee of the local branch of the Union, there is nothing to show that he was taking any active part in Trade Union activities or that he had incurred displeasure of the management because of this. Admittedly, almost all the members of the staff of the company are members of the Union. There was no reason for the management to single out a particular member only because he happened to be a member of the Executive Committee. I might repeat that there is not even an allegation that Jhabbar was doing any active work of the Union or that because of any particular action of his, he had incurred the management's displeasure.

21. It was admitted in his cross examination by Shri Bannerjee that the company had not taken any action against any member of the Executive Committee at any time. Later on, however, he sought to give two instances of such victimisation; one was about himself where a warning was issued to him for not being in his seat and being away from the office room without permission. He admits that he was absent as alleged; all that he says is that he was absent only for 10 minutes. It was argued that the action of warning for absence of 10 minutes was unusual and must be taken to be a case of victimisation. In the first place, there is no evidence to show that the absence was only for 10 minutes. We do not know whether Bannerjee protested to the company in this connection for this warning for only 10 minutes' absence. Again, we do not know whether this was the first instance or there were other instances of absence of this type. In any case, if a person is absent from his office without leave and if the employer gives him a warning for it, it cannot be said that it is a case of victimisation. Office bearers of a Union have no special privileges and are amenable to the usual discipline of the office, and if Bannerjee was found committing a breach of discipline and if the management warned him for it, it could not be said to be a case of victimisation.

22. Another instance of alleged victimisation was said to be of a clerk, who had been transferred and it was said that transfer is not usual in this company and so this must be considered to be a case of victimisation. In this connection, it is admitted by Shri Bannerjee that the matter of this clerk was taken up before the Conciliation Officer and that there was a settlement at that time and under the terms of settlement, leave which was due to the clerk was granted to him before he joined his new duty and after that he was asked to carry out the transfer which he did. In other words, it cannot be said to be a case of victimisation.

23. It was then alleged that he was a protected workman within the meaning of Section 33 of the Industrial Disputes Act. I do not think that he could be said to be a protected workman in the present case. The definition of protected workman given in the explanation of sub-section (3) of Section 33 clearly mentions that the said definition is for the purpose of that sub-section. Admittedly no proceedings were pending at the time of the present action and Section 33 had therefore no application and no one could be said to be a protected workman.

24. The Union appears to be under the impression that a person who is a member of their Executive Committee is always protected and the employers cannot take action against him even for proved misconduct. This impression is not warranted by law. As I mentioned above, a workman who is an office-bearer of the union is as much amenable to discipline as any other workman. Of course, if any action is taken against him because of his Trade Union activities, it would be a case of victimisation and the employers action in such case may not be approved or up-held. But merely because a person is a member of the Executive Committee, it does not mean that the employer cannot take any action against him even if he is found guilty of misconduct.

25. There is one more circumstance going against the workmen's case. It is that when the company gave a notice to Jhabbar and sent it to him by registered post and he received it on 14th May, he did not reply to it or take any action in the matter. He now says that he could not get this letter read by anyone because there was no one in the village who could read it and that he got it read after about a week when he went to a nearby village. I do not believe this. No such allegation has been made in the written statement of the workmen. A-11 that is alleged on this point is that Jhabbar was very much disturbed in the serious condition of his mother and hence he could not and did not attend to this letter and that though the condition of his mother did not improve beyond risk yet in the anxiety for service he started for Calcutta at his earliest convenience on 30th May 1963 and reported for duty on 1st June 1963. His present allegation that he did not get the letter read for a week does not find place in the written statement. Further, when a person receives a registered letter, he would feel that it must be an important letter and would naturally be anxious to know its contents. The nearest town is only 2½ miles from his place and even if there was no one who could read the letter in his village, he would have gone to the nearest town and got this letter read almost immediately on receipt. Further, even though he says that he had got this letter read about a week after it reached him (i.e., on or about 21st May), he did not reply to it for 9 or 10 days thereafter. Nothing prevented him from doing so if his present allegations are true.

26. On the whole, after having carefully considered the entire evidence and the probabilities in the case, I am satisfied that Jhabbar had not been granted leave as alleged by him and that he left for his native place without obtaining any leave.

27. It would thus be clear that Jhabbar was absent from duty without leave from the 6th of May. A notice was thereupon sent to him on 8th of May which reached him on the 14th of May, but he did not reply to it. It was urged that giving a notice to a man within two days of his absence was unusual. It is true that ordinarily a notice would not be sent to a person on the 3rd day of his absence; but I think that in the present case there were circumstances which must have prompted the management to do so.

28. As I mentioned above, Jhabbar joined his service in January 1961. According to the rules of the company, he was not entitled to any privilege leave unless he completed 12 months' service. In spite of this, he applied in May 1961 for 15 days leave on the ground of his father's illness and this application was supported by a telegram. It is significant to note that this telegram bears the date of 23rd May; still Jhabbar gave the application for leave only on the 25th May and even then he asked for leave commencing from 27th which was a Saturday. A week's leave was granted to him; but he overstayed the leave and enjoined leave for 15 days (as had been asked for by him).

29. In 1962, he gave an application on 16th May 1962 asking for leave for 3 weeks commencing from 21st May on the ground that his wife was lying seriously ill. This leave was not granted. On 28th May he gave an application for leave with a wire (which was received on the 26th) mentioning that his father was hopeless and he should go there to see his face. Thereupon 7 days' leave was granted to him from the 29th May. Before the leave was granted, however, he had left for home, and from there he sent a wire on the 8th June stating that his father was in a precarious condition and his leave should be extended by 10 days. He joined duty after expiry of this extended period (i.e. after enjoying leave for the full period of 3 weeks as originally asked for by him).

30. In view of this past conduct of Jhabbar, in applying for leave every year in the month of May on allegations which appeared to be false, the management were justified in suspecting that when he absented himself from the 6th of May by leaving an application mentioning that his mother was serious, that this was another attempt by him to go home. Both in 1961 and 1962 he had alleged that his father was serious and precarious, which allegation does not appear to be true because his father is still alive. In 1962 he had first alleged that his wife was in a serious condition and still curiously enough he had asked for leave which was to commence after 5 days showing that the excuse given in the application was not true. It also appears that when this application was not granted, he gave another application with a wire that his father was hopeless and he left office before that leave was granted to him. After going home he sent a wire for extension of leave and joined later on. On both occasions, he remained absent for the full period applied for by him, though leave was granted for a shorter period. In spite of this, his absence had been tolerated and he must probably have been under the impression this time also that he could do so again and he must have left the application with someone and gone away before leave was granted and even when he got the registered letter, he did not reply to it believing that when he would go, he would be allowed to join as in the past.

31. It was urged on behalf of the workmen that Jhabbar's present version was given by him from the outset, when he reported for duty on 1st June. There is a difference in the version of Jhabbar and Dutta on as to what happened on that day. According to Jhabbar, he reached the office at about 12 noon and was not allowed to join his duties. He thereupon went to the Union and got a letter typed and after signing it he gave it to Dutta (this letter being Ex. E-1). Dutta then told him that he would not get his job by such a letter and that he would get a job by a letter which he wrote out and thereupon Jhabbar signed it and that letter is Ex. E-2. Jhabbar has said that even then he was not allowed to join his duties.

32. Dutta's version is that on the 1st June, Jhabbar went to him with the letter Ex. E-1 at about 1 p.m. He told him that he could not be allowed to join his duties as he had been dismissed and that a letter of dismissal had already been sent to him by post. Dutta has further said that the letter Ex. E-1 was never given or shown to him.

33. The version as now told by Jhabbar about how he gave two letters on 1st June 1963 has not been given in the written statement, which refers to only one letter (i.e. Ex. E-1). Probably the Union was then not aware about Jhabbar's having given a letter Ex. E-2. It is only when this letter (Ex. E-2) has been produced before the Tribunal that Jhabbar has now sought to give an explanation, that it was written by Dutta and his signature obtained under a false representation. Between the two versions, I believe Dutta's version and not that of Jhabbar.

34. Apart from the fact that no reference has been made to the letter (Ex. E-2) in the written statement, it is important to note that according to Jhabbar this letter was written by Dutta, where as Dutta denies his handwriting thereof. We have then the fact that the letter Ex. E-1 bears the rubber stamp of receipt of the company of 4th June showing that it must have been sent by Jhabbar by post. It is an admitted fact that letter Ex. E-1 was got written by him at the Union office and naturally an attempt has been made therein to give explanations. On this point also, I do not believe Jhabbar's version.

35. When he did not reply to the letter of explanation, the management sent another letter to him on the 21st May stating that an enquiry would be held against him on the 31st May when he should remain present; otherwise, it would be conducted in his absence. He remained absent. The enquiry was held *ex parte* and as a result of the finding of the enquiry, he was dismissed.

36. It was urged by Shri Sen Gupta on behalf of the workman that this letter of 21st May never reached Jhabbar and hence the enquiry which was held was not proper, as the workman had not got notice about the enquiry. In my opinion, the workman must have received this letter of 21st May. It was sent to him under certificate of posting and it must be presumed that he received it. No doubt, he says that he did not receive it but apart from his statement being an interested one I am not prepared to place reliance on his word as I have found him not speaking the truth on other points.

37. There is one other circumstance which shows that he must have received this letter of 21st May. It is that it was mentioned in this letter that an enquiry would be held against him on 31st May. According to him, he had been granted

one month's leave from the 6th May and he was not due to join before the 6th of June. Even when he received the first registered letter, he did not care to reply to it nor did he care to rejoin his duties. He must have then got the second letter of 21st May stating that an enquiry was to be held against him on 31st May and this must have frightened him and thereupon he left his village on 30th May with a view to reach Calcutta on 31st May in time for the enquiry. For one reason or another, he was not able to do so and reached Calcutta only on the 1st June. The fact that he did leave his place on 30th May shows that he wanted to reach Calcutta on 31st May and it means that he must have received the letter of 21st May in which it was mentioned that an enquiry was to be held against him on 31st May.

38. Apart from this, I think that an enquiry was not necessary in the present case. An enquiry has to be held to enable a workman to explain the chargesheet against him. But where facts are not in dispute, it was not necessary for the management even to issue a chargesheet against the workman or to hold an enquiry. The charge was of remaining absent without leave, a fact which did not require any explanation or any proof and it was therefore not necessary for the management to hold an enquiry.

39. Further even if an enquiry was necessary, and even if the enquiry that was held was not proper, I think that the Tribunal has power to consider the question on merits on the evidence led before it and from the evidence now before me, I am satisfied that Jhabbar was absent without leave from the 6th of May (5th being a Sunday) and that he was guilty of mis-conduct.

40. It was argued on behalf of the workmen that Jhabbar's explanation that his mother was seriously ill must be believed. It was also said that she had subsequently died. There is absolutely no evidence on this point. Jhabbar himself has not stated so in his deposition. No doubt, a document which purports to be a letter from the Secretary of some Gram Panchayat has been produced but that document has not been admitted in evidence, as the person who purports to have signed it has not been examined as a witness. It is not an extract from a public Record and has no evidentiary value. In other words, therefore, there is no evidence to show that Jhabbar's mother is dead. There is also no evidence that she was really ill. No one has been examined from his native place to show that she was really ill nor has any Medical certificate been produced.

41. It was said that merely because Jhabbar may have given false reasons in the past, it does not necessarily mean that the reasons given on this occasion were not true. I agree that merely because he has given false excuses on past occasions, it would not necessarily mean that his present excuse is not true; but when we look to his conduct on this occasion also, one is inclined to feel that this time also he had given a false excuse as in the past.

42. It was lastly urged that the company has no service rules and that the workmen were never told that they would be dismissed for unauthorised absence even on the very first occasion. On the question of punishment, I think the Tribunal has no jurisdiction to interfere. Apart from this, if an employer finds that a workman stays away from work without permission and that in spite of a registered notice he does not rejoin, it could not be said that the employer was not justified in consideration of the view of the general discipline to dismiss him. His work might get disrupted. If he were to make other arrangements, there would be a further disturbance in the office when such person turned up at his sweet will to resume his work. In this connection, the past conduct of the workman may also have weighed with the management. In any case, I do not think that on the facts of this particular case, the punishment is in any way harsh. Further, as I said above, the Tribunal has no power to interfere on the question of the punishment.

43. In the result, I hold that the dismissal of Jhabbar was justified and he is therefore not entitled to any relief. Parties will bear their own costs.

I pass my award accordingly.

Dated,

The 20th December, 1963.

L. P. DAVE,

Presiding Officer.

[No. 70(5)/63-LRIV.]

B. R. SETH, Dy. Secy.

New Delhi, the 20th January 1964

S. O. 369.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following amendment to the Notification of the Government of India in the Ministry of Labour and Employment No. GSR 975 dated the 11th August, 1960, namely :—

In the Schedule annexed to the said notification after item 10 and the entries relating thereto the following item and entries shall respectively be inserted, namely :—

SCHEDULE

Name and classes exempted	Provision from which exemption is granted	Conditions attached to exemption
(1)	(2)	(3)
11. Persons employed in drilling deep oil wells where such drilling has to be carried on continuously by the Oil India Limited.	Section 28, and sub-section (1) of section 30.	

[No. 6/16/63-MI/AM(9)]

R.C. SAKSENA, Under Secy.

New Delhi, the 20th January 1964

S.O. 370.—In pursuance of section 17, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the Indian Overseas Bank Limited, Madras and their workmen which was received by the Central Government on the 16th January, 1964.

BEFORE THE INDUSTRIAL TRIBUNAL MADRAS

Thursday the second day of January one thousand nine hundred and sixty four/12th day of Pausa 1885—Saka.

PRESENT

SHRI S. GANAPATIA PILLAI, B.A., B.L.,
INDUSTRIAL TRIBUNAL

I.D. No. 35 of 1963

(Between the Workmen and the management of Indian Overseas Bank Ltd., Madras)

BETWEEN

The General Secretary, All India Overseas Bank Employees Union, College House, No. 17, Baker Street, Madras—1.

AND

The Deputy General Manager, Indian Overseas Bank Ltd., Mount Road, Madras

Reference: Order No. 51/(52)/63-LRIV, Government of India, Ministry of Labour and Employment, New Delhi, dated 14th August, 1963.

Issue: "Whether the dismissal of Shri Noor Ahmed by the management of the Indian Overseas Bank Ltd., Madras was justified. If not to what relief is the workman entitled?"

This dispute coming on this day for final hearing upon pursuing the claim, counter, rejoinder statements and other material papers on record and upon hearing the arguments of Mr. B. R. Dolla, Advocate for the workers and M/s. V.

Thiagarajan and C. Ramakrishna, Advocates for the management the tribunal passed the following.

AWARD

This reference made by the Government of India, Ministry of Labour and Employment, relates to the dismissal of Sri Noor Ahmed by the management of the Indian Overseas Bank Ltd., Madras.

The charge levelled against the dismissed workmen was that he opened a cover addressed to the Secretary and Legal Adviser, Labour Secretariat of Banks in India, Bombay and superscribed, "private and confidential" and disclosed the contents of the communication to another employee of the Bank Shri S. Ganapathi. The charge itself mentioned that the act complained of fell within the provisions mentioned in paragraphs 521(4)(b) and (j) of the Sastry Award.

Paragraphs 521(4)(b) and (j) of the Sastry Award read thus:—

"521(4)(b): Unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;

(j) doing any act prejudicial to the interests of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss."

Both these sub-clauses occur in the list which enumerates "Gross misconduct of employees of Banks".

The explanation of the workman was obtained and an enquiry was held by an officer called Sri Viswanathan. He submitted a finding holding the employee Sri Noor Ahmed guilty of the gross misconduct with which he was charged. He recommended to the management that the employee should be dismissed from service with effect from the date of suspension. Thereafter a copy of the finding was communicated to the workman on 28th November, 1962 see page 99 of the bundle on behalf of the management—and the employee was asked to show cause before the Enquiry Officer on 3rd December 1962, why he should not be dismissed from the Bank's service. Page 101 of the management's bundle contains the explanation which the workman gave in answer to the show cause notice. The entire matter was then placed before the Board of Directors who after perusing all the relevant papers accepted the finding of the Enquiry Officer and imposed the punishment of dismissal from service. Thereupon, the employee wanted to know the authority to whom he should prefer an appeal and he was informed that one Mr. Vardhamanan was the authority designated to hear appeals against orders passed by the Board of Directors. An appeal was in due course presented and the appellate authority concurred with the finding of the Enquiry Officer and dismissed the appeal.

Mr. Dolla made two important points at the outset. The first is that the requirements under the scheme of disciplinary proceedings adumbrated in the Sastry Award and confirmed by Desai Award had not been complied with by this Bank in the disciplinary enquiry. The second is that the designation of an officer of the bank who is subordinate to the authority of the Board of Directors as the appellate authority to hear appeals was to take away by one hand what was given by the other, namely, effective right of appeal. He made a number of other points to show how the enquiry was not fair or proper. But I do not propose to deal with them in detail because I am satisfied that in this case there was no want of *bona fides* on the part of the management, there was no victimisation or unfair labour practice, there was no basic error on facts, there was no perverse finding by the inquiring authorities on the materials available and there was no violation of principles of natural justice.

Sastry Award as well as Desai Award are clear on the question as to how such enquiries should be conducted. These awards specifically lay down that the management should designate a particular officer as the one competent to initiate and take action in disciplinary matters. After that officer holds an enquiry either by himself or by a deputed officer, he is called upon to issue a show cause notice contemporaneously communicating his findings to the accused-officer. The "show-cause notice" is intended as a second opportunity to the accused to represent what he has to say against the punishment proposed to be inflicted upon him. After show cause notice is answered by the accused officer, the Enquiry Officer or the punishing officer should give his finding. Against that finding the employee is provided with a right of appeal to another officer designated by the management. That appeal, if made, should be heard by the appellate authority after giving all reasonable opportunity to the accused-officer to make any representations that he

wants to make either by himself or through a representative. It will then be open to the appellate authority either to confirm the finding of the Enquiry Officer or the punishing authority or to vary or reverse the finding. In this case it is clear that though Mr. Viswanathan was designated as punishing authority, the punishment was really inflicted by the Board of Directors—see page 105 of the management's bundle.

Really having designated Mr. Viswanathan as the punishing authority, the Board of Directors should have called upon Mr. Viswanathan to inflict the appropriate punishment on his finding. This is the first flaw we start with.

The second flaw is that if the Board of Directors themselves are the punishing authority, it would be opposed to all principles of fair play to expect a subordinate of the Board of Directors to hear any appeal against the decision of the Board with an open mind. Therefore the provision for an appellate authority under the Sastry Award became a nullity under the procedure adopted by this Bank.

On both these grounds I am satisfied that the enquiry was neither proper nor fair to the accused officer and therefore on the authority of the Supreme Court in *Ritz Theatre v. Its workmen* reported in 1962 II II L.L.J. 498, this tribunal is free to review the evidence and finding and to go into the evidence for the purpose of ascertaining if the conclusion of the punishing authority is supported by the evidence on the record. The Supreme Court laid down there that in enquiries of this kind the first question which the Tribunal has to consider is whether a proper enquiry has been held or not. If the tribunal is satisfied that proper enquiry has not been held, then it would be the duty of the tribunal to go into the merits of dispute for itself and before doing so the tribunal is bound to allow the employer to adduce additional evidence, if such an opportunity is sought. It follows when an opportunity is given to the employer to adduce additional evidence, similar opportunity should be given to the accused-officer also to adduce evidence. This decision lays down that if the industrial tribunal is free and bound in one sense to go into the merits of the charge and review the evidence, it must equally be free to review the punishment inflicted by the domestic tribunal. I invited the counsel appearing on both sides Mr. V. Thiragarajan for the Management and Mr. Dolla for the accused-officer to bring to my notice any authority restricting the rights of this tribunal to review the punishment while up holding its right to review the evidence with a view to find out whether the finding of the domestic tribunal was justified. Neither counsel was able to bring to my notice any authority on this question. I, therefore, take it that the duty to review the evidence for the purpose of finding out if the conclusion of the domestic tribunal is justified by the evidence implies the power to modify the punishment if circumstances exist for such modification. I am proceeding on that principle in this case.

Mr. Dolla sought my permission to lead evidence on three points. The first was that the officer who conducted the enquiry shut out evidence which was sought to be let in, the second was that the officer refused to record certain questions which were put to witnesses and refused also to make a note that such questions were not allowed to be put. The third point he wanted to make out was that leading questions were allowed to be put to the witnesses examined on the side of the management and thus the whole conduct of the enquiry was not fair. In addition, he wanted opportunity to lead fresh evidence before this tribunal to show that there were some mitigating circumstances and that the merits of the case on behalf of the accused-officer would be brought out if certain documents were allowed to be produced now. The first document he wanted production of was "a pass book containing the details and particulars of all letters marked 'Private and Confidential' addressed to the General Manager of the respondent for the period till October 1962." The second document was "Staff Department outward despatch register (Branches) for the years 1960, 1961 and 1962." The third document was "the office copy of the letter No. 2321 and 2209 dated 10th September, 1962, respectively addressed to the Labour Secretariat of Banks in India, Bombay". The fourth document was "the minutes of the meeting of the Board of Directors of the respondent bank dated 8th December, 1962 and 19th February, 1963". The 5th document was "General Manager's Circular No. 2 of 1962 dated 13th October, 1962." The sixth document was the "despatch register produced at the domestic enquiry". Mr. Thiragarajan opposed the application on the ground that the documents were not relevant. These documents will have some bearing if the plea of the accused-officer had been different. The plea of the accused-officer was a total denial of the acts mentioned in the charge sheet. I will reproduce the relevant portion of his plea to make this point clear. This is found at page 67 of the management's bundle.

"I was never accused till now that I had opened any confidential communication and read the contents myself or for disclosing the same to

others. I further beg to state that I had neither any need nor any motive for opening the cover mentioned in the charge sheet. As the cover was not properly pasted I took the same to the Stencilling desk and applied gum to it. I never opened the cover and hence there was no question of my showing the contents to Mr. Ganapathy or to others."

It will be necessary to state that the cover was addressed to the Legal Adviser of the Labour Secretariat of the Banks in Bombay and the letter referred to a demand made by the staff with reference to concessions to workers granted by the Desai Award. It asked for advice. It was marked "private and confidential".

The facts as established by the evidence of Mr. Kallapiran the staff assistant and Mr. Krishnamoorthy a clerk of the Bank are the following: This communication was prepared by Mr. Kallapiran. It was typed by the confidential typist of the Assistant General Manager. It was then signed by Mr. Kallapiran, sent to the Assistant General Manager (Staff) for counter signature and when it was received back, Mr. Kallapiran asked Mr. Krishnamoorthy, who was there, to find out the next number in the despatch register. It may be incidentally mentioned that Mr. Noor Ahmed the accused officer was the despatching clerk. Mr. Krishnamoorthy went to the desk of the despatching clerk and found out the relevant despatch number and Mr. Kallapiran according to his evidence wrote down this number on the letter, put it inside the cover which was duly superscribed "private and confidential" and gave it to Mr. Krishnamoorthy for being pasted. Mr. Krishnamoorthy who had come to the table of the staff assistant Mr. Kallapiran on some other business, pasted the cover and on the direction of Mr. Kallapiran, Mr. Krishnamoorthy who was standing near the table took the cover from the table and handed it over to Mr. Noor Ahmed the despatching clerk who happened to be there.

Further facts established on the evidence of Mr. Ganapathy and Mr. Thangamuthu are that Mr. Noor Ahmed took the cover to his table, opened the flap, took out the letter, called Mr. Ganapathy and Mr. Ganapathy read the letter to the hearing of Mr. Noor Ahmed. Thereafter, the letter was put inside the cover and it was despatched. Thangamuthu who is a peon in the section was seeing the opening of the flap, and the reading of the letter, the former by Mr. Noor Ahmed and the latter by Mr. Ganapathy. Immediately, the matter was reported to the higher authorities and to the Assistant General Manager who enquired into the matter Mr. Noor Ahmed made an admission. It was reduced to writing, after he had been taken to the General Manager who was apprised of the whole incident. Messrs. Ganapathy and Thangamuthu also gave statements in writing admitting the part ascribed to them. Messrs. Ganapathy, Kallapiran, Krishnamoorthy and Thangamuthu were all examined as witnesses on the side of the management. I have been taken through their evidence in detail by Mr. Dola and the criticism he made against two of them, namely, Messrs. Ganapathy and Thangamuthu was that they were willing to sell their soul to save their skin. He reinforced that criticism by pointing out that the management let them off without taking any action. I am not impressed with this argument because the culpability of Mr. Ganapathy is certainly less than the culpability of Mr. Noor Ahmed. Mr. Thangamuthu's culpability is very little. As against Mr. Kallapiran, the criticism made by Mr. Dola was that he is shown to have not spoken the truth on some matters, that he is over enthusiastic in supporting the conduct of the management, and therefore he should be disbelieved. I am not entering into all the details of this criticism levelled against the evidence of Mr. Kallapiran. He is a staff officer. There was no previous enmity between him and Mr. Noor Ahmed. Absolutely there is no purpose in this officer cooking up a charge against Mr. Noor Ahmed unless the incident had happened.

Mr. Dola pointed out certain discrepancies between the evidence of Mr. Kallapiran and that of Mr. Krishnamoorthy as regards what took place in the room of the Assistant General Manager and who numbered the letter in question. These are minor matters which do not affect the material portion of the evidence of Mr. Kallapiran. Mr. Krishnamoorthy did not say that he numbered the letter.

Mr. Dola's next criticism was that some leading questions were put to Mr. Kallapiran and that vitiates the credibility of his evidence. As instances, he pointed out certain questions occurring at pages 5 and 15 of the Enquiry Proceedings. Question at page 5 refers to the attempt to elicit from this witness what was the answer given by Mr. Noor Ahmed to Assistant General Manager as regards showing of the letter to Messrs. Ganapathy and Thangamuthu. Mr. Kallapiran had not stated in his evidence that he (Mr. Noor Ahmed) had showed the letter to Messrs. Ganapathy and Thangamuthu. It was attempted to be elicited from Mr. Kallapiran that these two persons were shown the letter.

The questions and answers may be reproduced in order to appreciate the force of Mr. Dolia's argument:

"Question: Did he say only that he opened cover and not anything else?

Answer: I do not remember.

Question: Did he mention that he showed the letter to anybody?

Answer: On further interrogation by the Asstt. Genl. Manager he said that he showed the letter to his colleagues Mr. Ganapathy and Mr. Thangamuthu."

There is what I would call "intelligent leading" but not "gross leading" of the witness. This touches upon a matter which is not material to the charge, because as I will presently show the admission made by the accused-officer before the Assistant General Manager, though put in evidence, may be ignored for the present purpose.

The second point of leading question relates to the threats alleged to have been made by the Assistant General Manager to extort confession from Mr. Noor Ahmed. They are not material for our purpose because I am not relying upon the admissions made by Mr. Noor Ahmed before the Assistant General Manager. I do not find the evidence of Mr. Kallapiran was vitiated by any leading questions put to him on a material point.

Brushing aside the admissions made to the Assistant General Manager immediately after the occurrence by Mr. Noor Ahmed, we have got the evidence of 4 persons, Messrs Kallapiran, Krishnamoorthy, Ganapathy and Thangamuthu to establish the charge. The attempt of the accused-officer to get the concerned letter into the record and to get the despatch register is really not intended to advance his defence. His defence was not that he had opened the cover and seen the letter on the directions of his superior officers for any legitimate purpose of numbering the letter or making entries in the despatch register. If such had been his defence, these documents would have been necessary. The simple defence of denial which he made impliedly carries with it the acceptance of the case of the management that the cover was pasted down, that is to say, closed, that the letter was superscribed "Private and Confidential" and that it had already been numbered with a despatch number if the evidence of management witness is credible. The only duty of the despatching clerk in these circumstances was to frank the letter and send it on to the post office. In view of the nature of the defence taken by the accused-officer, the elaborate argument made by Mr. Dolia that the enquiry was neither fair nor proper does not at all appeal to me. What I meant when I said at the beginning of this award "by the enquiry not being proper" is that the procedure adopted by the management departed from what was laid down by the Sastry Award and Desai Award in the two points I mentioned, namely, punishment not being awarded by the punishing authority nominated by the management and the right of appeal in this case being an illusory right because punishment had already been awarded by the Board of Directors. In no other sense did I mean that the domestic enquiry was not fair or proper.

I am not also satisfied that there is any substance in the plea that the evidence was not recorded in a proper manner by the Enquiry Officer. Mr. Dolia referred to a communication sent by the Union representative to the Enquiry Officer contemporaneously complaining of this allegation. That does not form part of the record. It does not contain illustrations to justify the allegation that questions actually put and answers elicited were not recorded. It merely makes a general allegation that the Enquiry Officer was not recording evidence properly. Such a kind of general allegation is neither here nor there.

Before I finish this matter I should refer to Mr. Dolia's request for permission to examine Mr. Menon, the Union representative, who represented the accused-officer in the domestic enquiry. His present request does not stand on a better footing than his other request. His right to lead evidence would only be dependent upon, as was pointed out by Justice Gajendragadkar in the Ritz Theatre Ltd., case the management exercising their right to lead evidence. This is not a case where the accused-officer absented himself before the domestic tribunal or the domestic tribunal shut out any relevant matter sought to be adduced by way of defence. A review by another tribunal of a conclusion come to by the domestic tribunal which is like a court of first instance does not necessarily always imply the right to lead evidence before the reviewing authority except where specific instances of rejection of proper evidence, shutting out questions to witnesses which questions were proper are established before the reviewing authority. Otherwise exercise of the right to lead fresh evidence before the reviewing authority would open the flood gates to perjury.

Lastly, even though I am satisfied that the conclusion of the Enquiry Officer as regards the guilt of the 'accused' person, i.e. that the charge framed against the employee was substantiated by the record, Mr. Dolia is right in my view in contending that the record of the service of this employee for 17 years without any punishment has not been taken due note of by the punishing authority, namely, the management, in assessing the punishment that ought to be inflicted on the accused-officer. In my view, the punishment of dismissal from service, implying as it does, loss of gratuity amount, loss of employer's contribution towards provident fund due to the employee, is severe in this case. No previous misconduct has been alleged or proved against the accused-officer Mr. Noor Ahmed. The conduct of which Noor Ahmed was accused is no doubt heinous in that it shows that Noor Ahmed was undependable, disloyal and unfit to hold any post involving keeping faith with the management. Any despatching clerk behaving like Noor Ahmed which amounts to positive disobedience of instructions given by the officers of the bank does not deserve to remain in the service of the bank. He started his career as a messenger boy and was recently promoted to the clerical grade. I, therefore, consider that discharge from service would be sufficient punishment in this case. While therefore upholding the finding of the domestic Enquiry Officer, I substitute the punishment of dismissal from service by discharge from service.

There will be an award accordingly. I do not award costs to either side in view of the peculiar nature of the facts of the case.

Sd./- S. GANAPATHIA PILLAI,
Industrial Tribunal.
K. SUNDARSAH,

TRUE COPY

Head Ministerial Officer.

Witnesses examined for the workers: 'Nil'.

Witnesses examined for the Management: 'Nil'.

Documents marked for the Workers: Ex. W-1—bundle of documents by miners one file of 60 pages.

Documents marked for the Management: Ex. M-1—bundle of documents filed by management 1 file of 131 pages, Ex. M-2—Copy of enquiry proceedings.

[No. 51(53)/63-LRIV]

New Delhi, the 21st January 1964

S.O. 371.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, having regard to the location of the factory in an implemented area, Eluru Water Works Pumping Supply Station, Eluru, West Godavari district, Andhra Pradesh from the payment of the employers' special contribution leviable under Chapter VA of the said Act, for a period of one year with effect from the 1st March, 1964.

[No. F. 6(1)/64-HI.]

ORDER

New Delhi, the 21st January 1964

S.O. 372.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the National Insurance Company Limited, Madras, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 19 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. Ganapathia Pillai shall be the Presiding Officer, with headquarters at First Line Beach, Madras and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

- (a) Whether the management of the National Insurance Company Limited, Madras is justified in placing its employee, Shri P. Srinivasan,

Assistant-in-charge. Marine Department under suspension with effect from the 20th June, 1963. If not, to what relief is he entitled?

- (b) If the suspension is held to be justified, to what subsistence allowance, if any, is Shri P. Srinivasan entitled during the period of his suspension?

[No. 70(10)/63-LRIV.]

O. P. TALWAR, Under Secy.

New Delhi, the 21st January 1964

S.O. 373.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Messrs Mohammad and Sons, Gypsum Contractors of Messrs Associated Cement Companies, Limited, Jodhpur, and their workmen which was received by the Central Government on 13th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47).

REFERENCE No. 32 OF 1963

PARTIES:

Messrs. Mohammad and Sons, Gypsum Contractors to Messrs Associated Cement Companies Limited, Pali-ki-Havell, Inside Sejati Gate, Jodhpur.

AND

Their workmen employed in Bhadwasi Gypsum Mines.

PRESENT:

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers Gypsum Contractors—Sri Ujas Mal, Munib.

For the Workmen—Shri Roshan Lal, Joint Secretary Gypsum Mine Workers' Union.

STATE: Rajasthan.

INDUSTRY: Gypsum Mining.

Camp: Bikaner, dated the 28th November, 1963

AWARD

This reference was referred by the Ministry of Labour & Employment, Government of India, by its Order No. 23/17/61-LR-II dated the 27th October, 1961, under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication to the Industrial Tribunal, Delhi, of an industrial dispute existing between Messrs Mohammad and Sons, Contractors of Messrs Associated Cement Companies Limited, Jodhpur, and their workmen employed in Bhadwasi Gypsum mines, in respect of the matters specified below:

- “1. What should be the scales of wages for various types of operations carried on in the establishment and from what date the same should apply?
2. Whether the workmen are entitled to following facilities.
 - (a) Paid Weekly holidays, (b) Festival holidays, (c) Casual leave, and, (d) Provident Fund and if so, at what rate?
3. Whether the workmen are entitled to any bonus for the years 1958-59 and 1959-60, and if so, at what rate?
4. Whether the workmen are entitled to any housing facility or house rent in lieu thereof, and if so, at what scale?”

2. On behalf of the workmen concerned, the Gypsum Mine Workers' Union, Bhadwasi, filed a statement of claims on 15th November 1961 under Section 10B(1) of the Industrial Disputes (Central) Rules, 1957. Messrs Mohammad and Sons, Gypsum Contractors to A.C.C. Limited, Jodhpur, thereafter filed their written

statement on 18th December 1961. On behalf of the workmen their Union filed on 6th January 1962 a rejoinder to the written statement of the management to which the management also later filed a rejoinder on 9th February 1962. The claim of the workmen and the defence of the management on the disputes involved in the present reference will be dealt with while deciding each item of dispute as the disputes involved are many in number.

3. The Delhi Tribunal on 29th September 1962 framed issues in these terms:

1. Whether the dispute has been espoused by an appreciable number of workmen of the respondent-Contractor Messrs Mohammad and Sons and the Gypsum Mines Workers Union, Bhadwasi has any *locus standi* to represent the workmen?
2. Whether the scales of wages paid by the contractors to various categories of the workmen required to be revised, and, if so, in what way?
3. As in terms of reference No. 2.
4. Whether the accounts of the contractor are kept for the calendar year and not as stated in the reference and whether in the circumstances any relief can be awarded in regard to demand No. 3? If so, what?
5. As in term of reference No. 4.

I propose, however, to take up only issue No. 1 out of the issues framed above and the four items of disputes referred, as amended, and as stated hereinafter in para 8 of this award, which in my opinion, cover all the disputes.

4. On 1st October 1962 affidavits and counter-affidavits were filed by the parties. One affidavit was sworn on 1st October 1962 by Sri Bharat Bhushan W.W.1 and, another was sworn by Shri Ujas Mal, Munib of the Contractor, Mohammad and Sons. The affidavit sworn by the General Secretary, Sri B. Bhushan of the Union is Ext. W. 35 and is on the merits of the case and on the question of the formation of the Gypsum Mine Workers' Union, Bhadwasi, and, other matters connected with the reference. The affidavit sworn by Sri Ujas Mal, Munib, on behalf of the Contractor, Exhibit M. 92, however, is only to the effect that Exhibits M. 1 to M. 77 are true to the best of knowledge and belief of the deponent. No oral evidence was recorded by the Delhi Tribunal.

5. Subsequently, on 20th March 1963 by an order of the Ministry of Labour & Employment, Government of India the aforesaid industrial dispute pending before the Industrial Tribunal at Delhi was withdrawn under Section 33B(1) of the Industrial Disputes Act, 1947, from the Industrial Tribunal, Delhi, and transferred to this Tribunal at Dhanbad for disposal with the direction to proceed from the stage at which it is being transferred and to dispose it of according to law.

6. This reference, which was registered as industrial dispute case No. 302 of 1961 by the Delhi Tribunal, was received by this Tribunal on 29th April 1963 whereupon it was registered as Reference No. 32 of 1963 and was fixed for hearing at Jodhpur on 11th November 1963 when the hearing was taken up at Jodhpur. Evidence, oral and documentary, was finished at Jodhpur, but arguments, at the request of the parties, were fixed at Bikaner, which were concluded there.

7. The Ministry of Labour & Employment by its Order dated 17th September 1963 amended Item No. 3 of the schedule to the original reference containing the four items of dispute, to the following effect:

"In the schedule to the said notification in item 3, for the words and figures "for the years 1958-59 and 1959-60" the words and figures "for the calendar years 1958 and 1959" shall be substituted."

8. The items of dispute, as amended on 17th September 1963, contained in the schedule to the reference, therefore, stand as follows:

- "1. What should be the scales of wages for various types of operations carried on in the establishment and from what date the same should apply?
2. Whether the workmen are entitled to following facilities:
 - (a) Paid Weekly Holidays, (b) Festival Holidays, (c) Casual Leave, and (d) Provident Fund, and, if so, at what rate?
3. Whether the workmen are entitled to any bonus for the calendar years 1958 and 1959, and, if so at what rate?
4. Whether the workmen are entitled to any housing facility or house rent in lieu thereof, and, if so, at what scale?"

9. Before the Delhi Tribunal both the parties filed documents, which were marked by that Tribunal, as Exhibits W to W. 29 on behalf of the workmen and Exhibit M to M. 77 on behalf of the management. Before this Tribunal, when the case was taken up for hearing at Jodhpur, the workmen examined two witnesses, namely, W.W. 1, Shri Bharat Bhusan, General Secretary of the Union, and W.W. 2, Sri Aidan, one of the workmen concerned, and also filed further documents, which were marked as Exhibits W. 30 to W. 40. The management also examined four witnesses, namely, M.W. 1, Shri R. S. Bhandari, Quarry Manager, Sindri Fertiliser Group of Mines; M.W. 2, Sri A. C. Mathur, Accountant of the said Corporation; M.W. 3, Sattar Khan, Wagon Leader of the Mine and M.W. 4, Sri Abdul Hakim, a partner of Mohanmad and Sons Ltd., Contractors and also filed certain other documents, which were marked as Exhibits M. 78 to M. 92.

It may be mentioned, as appeared from the representation of the parties, that all the documents exhibited on both sides before the Delhi Tribunal were taken in evidence and marked as Exhibits with mutual consent. Before this Tribunal also the remaining documents were admitted in evidence and marked as exhibits with mutual consent by waiving formal proof thereof.

10. Before this Tribunal the workmen were represented by Sri Roshan Lal, Joint Secretary of the Union, which represented the workmen concerned, and, the contractor management was represented by Sri Ujas Mal, its Munib.

At the commencement of the hearing before me an application was made on behalf of the management to the effect that both the parties should be permitted to be represented by lawyers. I had no objection to this, but as the Union objected to the management being represented by a lawyer, I had to reject the application with the result that both parties were represented throughout the hearing before this Tribunal by their aforesaid respective representatives.

11. I may at the outset state that although both the parties filed number of documents and got them exhibited but in the course of their arguments they referred only to some of them. I shall, therefore, mention and consider only those documents which were referred to by the parties in course of their arguments.

12. As a basis of compromise the workmen filed their minimum demands and the management also filed its minimum concessions. It would be useful to set out below the concessions of both parties here

A. WORKMEN'S MINIMUM DEMANDS

The minimum demands on behalf of the workmen submitted by Sri Roshan Lal, their representative, are these:

- "1. We are prepared to waive the demands of weekly holiday with pay and housing facility or House Rent Allowance if the management is willing to accede to our demands of increase in wages, P.F., Festival Holidays, casual leave and Bonus as shown below:
3. The wages to the excavators, transporters, loaders and supervisors (sub-contractors) may be paid at the average daily rate as worked out by the management themselves as stated in their documents.
4. The wages to the rest of the categories of workmen should be paid as under which are the minimum wages:

1. Black Smiths	Rs. 90/- per month.
2. Bullock Cart Drivers	Rs. 70/- „
3. Jamadars	Rs. 70/- „
4. Loading and Unloading labourers and Road repairers.	Rs. 60/- „
5. Waterman	Rs. 60/- „
5. These are the basic wages and D.A. should be paid to all the workmen at 75 per cent of neutralisation of cost of living index linking it with the Ajmer Index number.
6. Casual Leave may be reduced from 15 to 10.
7. P.F. should be deducted at 8 1/3 per cent of the pay and the management should contribute equally.
8. Seven paid national and festival holidays should be given to all the workmen.

9. Bonus for the years 1958, 1959 and 1960 should be paid at the rate of two months' wages instead of 4 months.

10. These demands should be brought into force from the date of reference".

B. MANAGEMENTS' CONCESSIONS

The proposed concessions to be given to the workmen by the management, filed before this Tribunal, under the signature of Shri Abdul Hakim, one of the partners, M.W. 4 are these:

Category	Present rate by the Management	Rates prevailing in similar industries	Proposed revised rate
Excavators	Rs. 1.25 nP. Per ton	Rs. 1.25 nP. per ton	Rs. 1.25 nP. per ton

There is the system of petty contractors who are paid by the management at the above rate for the total tons excavated. They in turn engage workmen and pay them. As per Exhibits M. 23 to M. 26 roughly 70 per cent of the amount paid is distributed by them to workmen and they retain 30 per cent with them. This system of petty contractors is to be abolished and the workmen shall be on the pay rolls of the management and shall be paid direct by the management. This will result in an increase of 30 per cent in the wages received by excavators.

Category	Present rate	Rates prevailing in Gypsum industry
Transporters	Rs. 3.75 per ton or 0.94 per mile.	Rs. 3.50 or 0.39 per mile.

Since the rates payable by the management is double the rate payable to transporters in the same industry no change is made.

	Present rate	Rates in 1959	Proposed increase in rate
Wagon loaders	Rs. 2.37 per ten tons	Rs. 1.75 per ten tons	Rs. 2.50 per ten tons
Jmadar	Rs. 60/- p.m.	..	Rs. 60-2-80
Waterman	Rs. 30/- "	..	Rs. 35-2-50
Bullock Cart drivers	Rs. 50/- "	..	Rs. 50-1-60
Peons	Rs. 45/- "	..	Rs. 45-1-50
Blacksmiths	Rs. 80/- "	..	Rs. 80-2-90

Paid Weekly Holidays:

Weekly holidays are allowed as per Mines Act which are not paid for. This is to continue.

Festival Holidays:

Presently the management allowed two paid festival holidays. This is to be increased to eight in number in a year.

Leave with Wages:

The management is prepared to allow paid leave for one day for 20 days actual attendance by the workmen. For this purpose only those staff who work for 240 days in a year shall only be entitled to it at the above rates. No separate casual and sick leave with wages will be allowed.

House Facilities:

Rest Houses have already been provided. There are no funds available to provide residential quarters to workmen.

Provident Fund and Bonus:

As per balance sheets and Profit and Loss Accounts there is no surplus available. The management cannot grant any bonus and provident fund facilities."

13. I will now proceed to decide the different items of dispute, as amended, which are set out in para 8 above of this award.

Item 1: Scales of wages:

14. As regards scales of wages for various types of operations carried on in the establishment I may deal with the different categories of the workers one by one.

According to both the parties there are three categories of workers, namely,

- (i) *Piece rated workers*, who are Excavators, Transporters, and Wagon Loaders;
- (ii) *Daily rated workers*, who are loading and unloading labourers and road repairers for trucks; and
- (iii) *Monthly rated workers*, who are watermen, jamadars, bullock-cart drivers, blacksmiths and peons.

According to the evidence of M.W. 1—Shri Bhandari—Quarry Manager, Gypsum Mines, Nagaor Group, there are three Gypsum Mines in Nagaor District near Bhadwasi, with which we are concerned. These three gypsum mines with their distances from Nagaor railway station and Bhadwasi railway station are as follows:

	<i>From Nagaor</i>	<i>From Bhadwasi</i>
1. Chuti Sarai Gypsum Mine	9 miles	4 miles.
2. Bhadana Gypsum mine	11 miles	10 miles.
3. Kherat Gypsum mine	17½ miles	16 miles.

M.W. 1 further said that in the above three mines of Nagaor district there is no machine but Jamsar gypsum mines are worked at some places with machine and at other places by manual labour. M.W. 1 also said that the average overburden at all the above three places is 1 1/2 feet on an average.

Admittedly as deposed to by W. 2 also, there are three working places at Bhadwasi mines, with which we are concerned. They are Pilanwais, Ghasaniadar and Bhadwasi, which quarries are admittedly, at a distance of 4 miles, 4 miles, 1 to 2 miles respectively from the Bhadwasi railway station.

15. On behalf of the management it was argued that the present rates of wages paid to the different categories of workers are being paid for the last 15 or 16 years and these are the rates prevalent in other gypsum mines also, in that region, and, therefore, they do not need any revision and as such the present rates should not be disturbed. On the other hand, it was argued, on behalf of the workmen, that, no doubt, the present rates are in vogue for the last 15 or 16 years but in view of the rise in foodstuffs, the fact that the prices of foodstuffs are soaring high every day, rise in the cost of living, and the like, it is imperative that the present rates which are inadequate and unreasonable should be revised and increased.

After consideration of the arguments of both sides and keeping in view the financial condition of the management and the fact that the management is not incurring loss but making profit as will be shown under *Bonus*, in carrying on the working of the mines, I think, in view of the abnormal rise in the price of foodstuffs and cost of living, it is essential, in the interest of justice, that the present rates which are inadequate and insufficient should be increased. The question to what extent these rates should be increased will be considered hereinafter while fixing scales of wages for the various types of operations carried on in the establishment.

16. **Different Categories of Workers: (a) Excavators.**—Admittedly the present rate of wages of an excavator is Rs. 1.25 nP. per ton. At present the system prevalent is that these Excavators are not the workmen directly of the management but they are the workers of sub-contractors and they are paid by the different sub-contractors and these workers in their turn are paid their wages on the basis of daily or monthly rates by the sub-contractors but the sub-contractors are paid by the management for the work done by the Excavators at the rate of Rs. 1.25 nP. per ton. The workmen demand that the rate should be increased at least to Rs. 2/- per ton, but the management maintains that there is no scope for increase at all.

In the course of the argument, however, M.W. 4 Shri Abdul Hakim, a partner of the firm, conceded before me that the management was prepared to give an increase of 0.6 nP. and, therefore, the management was prepared to increase the present rate of Rs. 1.25 nP. per ton to Rs. 1.31 nP. per ton.

In the course of the argument it was further conceded by the management that, if the middleman is eliminated, these excavators after becoming direct workers of the management would be on the pay rolls of the management, and, in that case there will be an increase in these rates of excavators by 30 per cent. more in their wages than what they are getting on this concession, therefore, if the middleman is eliminated, then the excavators according to the management would be getting Rs. 1.31 nP. plus 30 per cent. of Rs. 1.31 nP. which would be equivalent to about 1.71 nP.

The above concessions are also mentioned in the management's proposed concessions set out in Para. 12B above.

Shri Roshan Lal on behalf of the workmen in course of his arguments, conceded that the minimum rate for the excavators, should be fixed at Rs. 1.75 nP. per ton.

Taking all these facts into consideration, in my opinion, the minimum demand of Rs. 1.75 nP. made by the workmen cannot be said to be unjustified or unreasonable. It is not necessary therefore to refer to the rates mentioned in Exhibit W. 8 (Jamsar) or Exhibit M. 5 (Kavas and Uttarlai) or Exhibit M. 87 (written arguments) or Exhibit M. 88 (Bhadwasi) or Exhibit M. 54 (revised rates as per agreement with A. C. C. Limited) relied upon by the parties in support of their respective contentions.

For these reasons, I fix the wages of excavators who are piece-rated workers, at the rate of Rs. 1.75 nP. per ton.

In the above connection it was urged on behalf of the workmen that excavators are further entitled to wages for removal of overburden at the rate of Rs. 15 per 1000 c.ft. for soft earth and at the rate of Rs. 20/- per 1000 c.ft. for hard earth. The management, however, said that no charges for removal of overburden in this gypsum mine (Bhadwasi) is paid because the overburden is only 1½ feet and not very deep as is the case in Jamsar Exhibit W. 8 where the rates relied upon by the workmen are prevalent. The workmen, however, submitted in reply that if the overburden is 1½ feet then their emoluments will be less inasmuch as they will get charges at the above rates after measurement of the distance of the length, breadth and the depth of the overburden removed. From the charter of demands Exhibit W. 2 it appears that the Union claimed Rs. 1.50 nP. per 1000 cubic feet for removing overburden. Exhibit W. 41 shows that overburden is paid to Jamsar at the rate of Rs. 15/- per 1000 cubic feet for soft earth and Rs. 20/- for 1000 cubic feet for hard earth. Exhibit W. 1 shows the workmen concerned demanded the same rates which were prevalent in Jamsar i.e. at the rate of Rs. 1.50 nP. per 1000 cubic feet for soft earth and Rs. 2/- per 1000 cubic feet for hard earth.

It appears, therefore, that the demand of the workmen is quite reasonable and when admittedly excavators have to remove overburden, and when excavators get wages for removing overburden in other similar concerns as admitted by the management, I do not find any reason why they should not be paid wages for the removal of the same.

The excavators, therefore, would be entitled also to wages for removal of overburden on measurement at the rate of Rs. 15/- per 1000 cubic feet for soft earth and at the rate of Rs. 20/- per 1000 cubic feet for hard earth.

(b) Transporters (Camel-men and Cartmen).—According to the workmen the wages of transporters should be Rs. 6/- per ton for 4 miles, which would be equivalent to Rs. 1.50 nP. per ton per mile.

According to the management the present rate of Rs. 3.75 nP. per ton for 4 miles which is equivalent to 0.94 nP. per ton per mile is quite sufficient because at this rate the average wage of each transporter is Rs. 8/- to Rs. 10/- per day. The workmen, however, contended that there should be an increase in this rate because it includes also cost for feeding animals and for their maintenance which have now gone up very high. It was further contended, relying on Exhibit M. 27, a chart showing earnings of transporters in 1958 to October 1961, that according to the said chart the average earning per day of a transporter comes to Rs. 6.16 nP. per day, which is quite sufficient even in view of the rise in the price of fodder etc. to maintain camel or bullocks which are used for transportation and to feed them and also to make some saving for the maintenance of the transporter himself. It

was further argued on behalf of the management relying on Exhibit M. 5, a chart showing rates of transport payable at Kavas and Uttarlai Gypsum mines, that according to the said chart the rate of transporter in Kavas mine comes to Rs. 3/- per ten tons and in Uttarlai it comes to Rs. 5/- per ten tons and, therefore, it was obvious that the present rate of Rs. 3.75 Np. per ton for 4 miles is very adequate.

It was further contended, on behalf of the management, that in Kavas and Uttarlai the mines are worked departmentally.

In course of the argument, however, on behalf of the workmen, it was conceded that Rs. 4/- per ton for 4 miles should be fixed as the wages of transporters.

After a careful consideration of the arguments of both sides I am of opinion that the present rate needs revision in view of the fact that cost of maintaining animals whether camels or bullocks and the cost of living has increased considerably, and, as such, the minimum demand of Rs. 4/- per ton for 4 miles stated in the course of the arguments seems to be reasonable and fair. I, therefore, fix the wages of transporters, either by camel or bullockcart, who are piece-rated workers, at the rate of Rs. 4/- per ton for 4 miles, which would come to Re. 1/- per ton per mile. The increase in the present rate would be only 0.6Np per ton per mile.

(c) *Wagon Loaders*.—The wagon loaders are piece-rated workers and at present they get their wages at the rate of 0.23Np per ton. The demand of the workmen is that it should be increased to Rs. 1/- per ton. According to the present rate the daily earning of a wagon loader comes to Rs. 4.64Np per day, which can hardly be considered sufficient in view of the present rise in the cost of foodstuff and cost of living, notwithstanding that they daily load 20 tons on an average. Therefore, the present rate cannot be considered to be adequate and reasonable as argued by the management.

On behalf of the workmen however reliance was placed on the evidence of a workman M.W. 3, who said that his wages are 0.25Np per ton and in a month he earns as a wagon loader Rs. 70/-. Reliance was also placed on Exhibit M. 160 written arguments of management in which at page 5 the wages paid to wagon loaders in Chotisara, Bkadana and Kherat is 0.44Np per ton. It was argued on behalf of the management, however, that at these three places the wagon loaders have to cut gypsum into pieces of 8" and then lead it in wagons and therefore they get 0.44Np. but there is no evidence to support this contention, except the written arguments Exhibit M. 87. The workmen relied on Exhibit M. 5 wherefrom it appears that in Kavas 0.28 Np (i.e. Re. 0.4-6) per ton and in Uttarlai 0.35 Np (i.e. 0.5-6) per ton are the wages of a wagon loader. It was contended in reply on behalf of the management that these rates cannot be compared and as such they furnish no basis for comparison. It was argued, therefore, on behalf of the management that Re. 1/- per ton is very excessive. To me, however, it appears that the proper and reasonable wages of wagon loaders, who have to cut and then load, should be Rs. 3/- per 10 tons, that is, 0.30 Np per ton, and, therefore, I fix the wages of wagon loaders accordingly.

(d) *Loading and Unloading Labourers over Trucks*.—The admitted present rate of wages for these labourers, who are daily rated and who load and unload trucks and repair roads for trucks, is Rs. 1-10-8 per day which comes to Rs. 48/- per month. According to the workmen the wages should be raised to Rs. 2.50Np per day, which would come to Rs. 75/- per month, with an annual increment of Rs. 3/- per year. The management, however, stoutly denied that these workers are management's workmen, and therefore, it was argued on behalf of the management that it is not their responsibility to pay their wages. It was, however, admitted on behalf of both sides that the truck drivers do not belong to the management but according to the workmen the labourers employed to load and unload into the truck and repair roads for such trucks belong to management. In support of it, to negative the denial of the management, on behalf of the workmen reliance was placed on Exhibit M. 4 which is a chart filed by the management to show rates of excavation and transport payable at Bhadwasl mines, in which under item 4 the rate of labourers for loading and unloading trucks and road repairs is mentioned at Rs. 1-10-8 per day per labourer and, therefore, it was argued that it was admitted by the management that the said labourers belong to the management, otherwise there was no necessity for mentioning their rate in Exhibit M. 4. The management, however, contended that it has mentioned their rates not because they are its labourers but because they were mentioned by the workmen. However, the Union placed reliance also on Exhibit M.41, which is Profit and Loss Account for the year ending 31st December, 1958, in which also the total amount spent on loading and unloading is mentioned. In view of Exhibits M.4 and M.41 it appears to me

that the stand taken by the management that these labourers for loading and unloading trucks and road repairs do not belong to it is not correct.

I, therefore, hold that these labourers belong to the management and they are employed by the management for loading and unloading trucks and for road repairs.

The next question is whether the present rate of Rs. 1-10-8 per day per labourer is sufficient and reasonable. It was argued, on behalf of the workmen, that due to the abnormal rise in foodstuffs and cost of living Rs. 48/- per month at the present is very meagre and it should be raised. Taking all the facts into consideration, I consider that the proper and reasonable rate to be fixed for such loaders should be Rs. 2/- per day per labourer which would be equivalent to Rs. 60/- per month per labourer. I, therefore, fix their wages accordingly.

(e) *Waterman*.—The present rate of waterman who is a monthly rated worker, is Rs. 30/- per month. But the management contended that it has increased this to Rs. 35/- per month and they get Rs. 35/- only because they have also got their cultivation work and only old men are selected for this work. The workmen, however, demanded Rs. 70/- per month in the scale of Rs. 70—3—120. The workmen relied on Exhibit W. 8, which is an agreement between the employers and workmen of Gypsum mines in Jamsar, according to which, as will appear from page 17 para 18(d), a Khalasi, which is equivalent to waterman according to workmen, gets Rs. 35—2½—55, besides D.A. at the rate of Rs. 36 or Rs. 42 per month. In my opinion, in view of the rise in price of foodstuffs and the cost of living the minimum wages for waterman, who are on monthly rated basis, should be fixed at Rs. 60/- per month in the grade of Rs. 50—1—70.

(f) *Jamadar*.—Jamadar is also on the monthly rated basis and he gets Rs. 60/- per month at present. The demand, on behalf of the workmen, is that his salary should be raised to Rs. 90/- per month. Reliance was placed, on behalf of the workmen, on Exhibit W. 8, the agreement between the workmen and their employers at Jamsar, wherefrom it appears from page 17 para 16, under Wage structure, that a mate gets Rs. 40—2½—60, besides D.A. of Rs. 42 or Rs. 46 per month. It was therefore, argued by the Union that the demand of Rs. 90/- per month cannot be considered unreasonable. In my opinion, taking all the facts into consideration, it would be reasonable to fix the salary of a Jamadar at the rate of Rs. 70/- per month in the grade of Rs. 70—2—90.

(g) *Bullock Cart Drivers*.—These bullock cart drivers, who are monthly rated workers, get at present Rs. 50/- per month but according to the management the rate has been increased to Rs. 55/- and they are at present getting Rs. 55/- per month. Demand of the workmen is that their wages should be increased to Rs. 70/- per month. In this case also reliance was placed on Exhibit W. 8 from where it would appear at page 17 para 14(a) that Driver 'C' gets Rs. 55—5—75, besides D.A. In my opinion, it would be reasonable to fix the minimum salary of Bullock Cart Drivers at Rs. 60/- per month in the grade of Rs. 60—2—70.

(h) *Black Smiths*.—These are also on monthly Paid basis. At present they get Rs. 80/- per month. The demand of the workmen is that they should get Rs. 90/- per month. On behalf of the management it was contended that their salary of Rs. 80/- per month is quite sufficient because they have been allowed to do private business also. In this case also reliance was placed on Exhibit W. 8, from which it appears from page 17 para 13(d) that Blacksmith 'B' gets Rs. 55—5—85, besides D.A. at the rate of Rs. 46/- per month. For this reason it was contended that the salary of blacksmiths should also be increased. To me it appears that, in view of the fact that blacksmiths are skilled workers their minimum salary should be fixed at the rate of Rs. 90/- per month per head in the scale of Rs. 90—2—100.

(i) *Peons*.—Peons are also monthly rated workers and are getting Rs. 45/- per month, but the demand on their behalf is that their salary should be increased to Rs. 70/- per month. In case also reliance was placed on Exhibit W. 8 from which it appears from page 17, para 19(a) that peons get Rs. 32—2—52 per month besides D.A. Taking all facts into consideration it appears to me that it would be fair and reasonable to fix the salary of a peon at the rate of Rs. 50/- per month per head in the grade of Rs. 50—1—70.

17. *Implementation Date*.—After having fixed the wages and scales of wages of the different categories of the workmen employed in this management, the next question which arises for consideration is from which date these scales of wages should be made effective. On behalf of the workmen it was contended that these rates should be effective from the date of demand, that is, 11th September 1960.

but the management contended that if the rates are increased then in that case they should be effective from the date of the award. On behalf of the workmen it was contended that retrospective effect can be given from the date of the order of reference. This proposition is not disputed and cannot possibly be disputed. The only question is from what date, in the present circumstances, the wages which have been fixed should be made effective. It appears to me that if I give them retrospective effect and apply them retrospectively either from the date of the reference or from the date of the demand great complications will arise. I would, therefore, accept the contention of the management and direct that these rates would be effective from the date of the award.

18. Re: (2)—*Facilities*.—I will take up the different items, on which facilities are demanded, separately.

(a) *Paid Weekly Holidays*.—At present there is no paid weekly holiday. There is one rest day in a week, as required by Section 28 of the Mines Act, 1952, but without wages. It was not disputed, on behalf of the management, that one day in a week should be a rest day, that is, that there should be a weekly holiday. But the question is whether this weekly holiday should be paid or without wages as at present. M.W. 4, Shri Ab-ul Hakim, Partner, admitted that one paid weekly holiday is granted but he said that was granted only to staff, namely, office staff who are on monthly rated basis, and not to other classes of workers. It appears from Exhibit W. 5(A), on which reliance was placed on behalf of the workmen, that in Bikaner, Gypsum, Jamsar, weekly paid holidays are granted. Exhibit W. 5(A) further shows that in all the establishments mentioned therein paid weekly holidays are granted. In my opinion, therefore, the weekly holiday which is granted under the Mines Act should be paid and not without wages. It was argued, on behalf of the management, that Section 28 of the Mines Act does not provide for payment of any wages, but it does not provide either for not paying any wages. When admittedly one paid weekly holiday is granted to office staff, I find no reason why other workers should not be given that facility.

I, therefore, hold that the weekly holiday, which is admittedly given to all the workers of this mine, should be with wages and not without wages.

(b) *Festival Holidays*.—At present workmen get two paid festival holidays, namely, on January 26th and August 15th, but they do not get any other festival holidays. On behalf of the workmen it was demanded that there should be 10 paid festival holidays. Exhibit W. 28, on which reliance was placed on behalf of the workmen, shows that the Rajasthan Labour Advisory Board in its first meeting held on the 19th and the 20th August, 1953, decided that there should be seven paid holidays in a year with wages, out of which three National Holidays, that is, Independence Day, Republic Day and Mahatma Gandhi's Birth Day should be compulsory and the other four to be decided by the labour and the management mutually to suit local conditions. In my opinion it is a very reasonable resolution, which be given effect to. The principles contained in Exhibit W. 28 should be followed by this management also.

In my opinion however, in the present case, there should be eight paid festival holidays, out of which Independence Day, Republic Day and Mahatma Gandhi's Birth Day shall be compulsory and the remaining five will be decided by mutual consultation between the workmen and the management to suit local conditions.

(c) *Casual Leave*.—At present the workmen do not get any casual leave at all. The workmen demand 15 days' casual leave with wages. M.W. 3, Shri Sattar Khan, a wagon loader of the mine, admitted, at page 4 of his deposition, that "we also get casual leave of 10 days in a year". I think this admission of M.W. 3 represents the correct position which should be accepted as a guide for deciding this question here also. I, accordingly, direct that the workmen are entitled to casual leave with wages for 10 days in a year, after putting in 240 days' continuous service and in case of sickness, casual leave will be granted on production of medical certificate, or on personal satisfaction of the authority concerned.

(d) *Provident Fund*.—At present the workers have no facility for provident fund. Workmen, however demand Provident Fund at the rate of 8 per cent of the total emoluments in a year plus equal contribution by the management. Reliance was placed on the Rules of the Provident Fund of Bikaner Gypsums Limited, Jamsar. Exhibit W. 71, according to which originally 6 per cent, but now admittedly 8 per cent, of total emoluments is paid as Provident Fund. Reliance was placed on behalf of the workmen on a decision of the Supreme Court, in *Novex*

Dry Cleaners V. Its workmen 1962(1) L.L.J. 271, in support of the contention that Provident Fund should be granted. In this case it was held by the Supreme Court that a Provident Fund Scheme on the lines of the Employees Provident Fund Act has now become a normal feature in many industrial concerns. To me also it appears that it is very reasonable and fair that these workers, who do not get any pension or the like, should have the benefit of Provident Fund. The deduction at the rate of 8 per cent of total emoluments in a year plus equal amount contributed by the management will, therefore, constitute the provident fund of the workmen. I, therefore, hold accordingly.

(e) *Housing*.—Admittedly the present arrangement is that there are shelter houses, huts, pucca buildings and *Jhopras* for workmen. According to the management there are six pucca and 10 *Jhopras* and one rest house at the quarry and one rest house and 15 pucca structures at the railway station for loaders and drivers. It was, however, contended by the workmen and conceded by the management that these numbers of houses are not sufficient, because the management has got 350 workers. It appears from Clause 12 of Exhibit M. 54, which is an agreement between the Associated Cement Companies Limited, Bombay, and, their contractors Mohammad and Sons, with whom we are concerned, that the management undertook to make its own arrangement for the housing of labour and for their comforts. The management, therefore, cannot say that it is not its responsibility to make arrangements for housing facilities for its workers, who are 350 in number. In order that great financial burden may not be thrown on the management, I consider that the management should make more housing arrangements, such as, huts, *Jhopras*, shelter houses or the like, so that all the workers, who like to remain at the Quarry and who do not want to go to their villages and if they are near the quarry may be comfortably accommodated. M.W. 2 has stated that Fertiliser Corporation of India, Sindri Unit, are giving to their workers Aluminium houses and charge Rs. 1 or 2/- per month as house rent. It appears to be a good solution of the housing problem. It is open to the arrangement to accept this solution if convenient to it.

I would, therefore, direct that the management should construct aluminium houses if it likes, and if they are cheaper and let them out on rent to the workmen at the rate of Re. 1 or Rs. 2/- per month or they may construct more huts, shelter houses, and the like, so that all the workmen who like to remain at the quarry or the railway station, as the case may be, may be provided with quarters at the quarry site or at the railway station. Such an arrangement will not enhance the financial burden of the management also. This scheme should be given effect to within three years of the award and not left unimplemented. Near while the workmen will not be entitled to any house rent in lieu of housing facilities.

Re: (3) *Bonus*:

19. At present no bonus is given to the workmen. The contention of the management is that its financial position is such that it is not in a position to give any bonus and for that reason it could not give any bonus. The workmen, however, allege that the management is making huge profits every year and it is not correct to say that it is incurring loss and as such it is in a position to pay bonus. The workmen demand four months' wages as bonus in each of the calendar years 1958 and 1959; but they conceded later that they would be satisfied if they are given bonus even for two months in each of these two calendar years.

Before the question of bonus was taken up at Jodhpur the management raised an objection that this question of bonus for calendar years 1958 and 1959 should be considered along with the other reference, namely, No. 55 of 1963, in which the question of bonus for 1960 has been raised and has been referred for decision to this Tribunal. As, however, I had no power to do so, I asked the management to get ready but at its request I decided to have evidence, if any, on behalf of the parties, on the question of Bonus at Bikaner.

Here at Bikaner, the workmen filed two charts one for 1958 Exhibit W. 33 showing a net available surplus of Rs. 35,151.07 and another chart Exhibit W. 34 for 1959 showing the net available surplus of Rs. 37,386.80. The management, on the question of bonus filed, (i) Profit and Loss Account for 1955 Exhibit M. 64 to M. 68; (ii) Profit and Loss Account for 1956 Exhibits M. 69 to M. 73; (iii) Balance Sheet for 1957 Exhibits M. 32 and Profit and Loss Account for 1957 Exhibits M. 33 to M. 36, (iv) Profit and Loss Account for 1958 Exhibits M. 37 to M. 41; and (v) Profit and Loss Account for 1959 Exhibits M. 78 to M. 82. A written reply regarding Item 3 (Bonus) marked Exhibit M. 89 and a chart Exhibit M. 90 showing loss of Rs. 16,235 in 1958 and of Rs. 14,048/- in 1959 were also filed.

20. It was argued on behalf of the workmen, that if bonus is allowed to the workmen then the average bonus per month would be Rs. 22,000, and, therefore, they stated that in view of the net available surplus shown by them in Exhibits W. 33 and W. 34 at least one month's bonus should be granted to the workers even if not two months. It was further conceded on behalf of the workmen that at any rate 50 per cent of the net available surplus should be distributed as bonus amongst the workers.

21. The crucial question, however, is whether any bonus should at all be granted either in the calendar year 1958 or in the calendar year 1959. According to the management and as shown in the Chart Exhibit M. 190 there was no available surplus at all either in 1958 or 1959, on the other hand, there was a loss of Rs. 16,235 in 1958 and a loss of Rs. 14,048 in 1959, and, therefore, it was contended that no bonus should and could be granted for these two calendar years.

22. The figures given by the workers in the charts for bonus for 1958 and 1959 Exhibits W. 33 and W. 34 respectively are admitted by the management, but the deductions and additions made therein are not admitted. It would be useful therefore to reproduce these two charts *in extenso*:

A. *Exhibit W. 33 : Bonus for the year 1958*

	Rs.
Net Profit of Bhadwasi Branch.	60,004.37
<i>Add Impermissible expenses :</i>	
(i) Instalment Mining Department	1,200.00
(ii) Messing Staff.	3,027.12
(iii) Repairs of tools and implements	118.75
	<u>64,350.24</u>
Gross Profits of Bhadwasi Branch	64,350.24
Deduct Estt. Expenses at Head Office	27,102.32
	<u>37,247.92</u>
Less depreciation of furniture	63.64
	<u>37,183.28</u>
<i>Add Impermissible items of Estt. Exp. at H.O.</i>	
(i) Conveyance.	3,828.44
(ii) Income Tax paid for the year 1957	1,071.37
	<u>42,093.09</u>
Gross profit	42,093.09
Less income tax	1,472.98
	<u>40,620.11</u>
Less 4 per cent return on capital invested	2,61,726.83
	<u>1,50,000.00</u>
	<u>1,11,726.83</u>
	<u>4,469.04</u>
Net Available Surplus	<u>35,151.07</u>

The expenditure on the following items though permissible is excessive and dubious. This may be reasonably reduced.

(i) Travelling expenses in H.O. A/c	2,905.28
(ii) Legal fees and Exp.	9,269.74
(iii) Travelling expenses in Branch A/c	960.37
(iv) Animal up keep	10,907.54
(v) Miscellaneous Expenses	711.43
(vi) „ H. O. A/c.	524.50

B. Exhibit W. 34. Bonus for the year 1959

Gross Profits of Bhadwasi Branch.	47,692.90
<i>Add impermissible items of expenditure :</i>	
(i) Instalments to Mining Department	1,200.00
(ii) Messing staff	3,551.32
(iii) Repairs to tools and implements	1,210.25
	53,654.47
Gross Profits transferred to Head Office	53,654.47
Less Expenditure : Estt. & other	14,827.66
Charity	875.00
Depreciation	1,088.18
	16,790.84
Nett.	36,863.63
<i>Add back impermissible items :</i>	
(i) Conveyance.	3,709.87
(ii) Bad debts	816.54
(iii) Charity	875.00
(iv) Depreciation of jeep	838.00
(v) Depreciation of motor cycle	175.00
	43,278.04
Less Income Tax	2,000.00
Less 4% return on capital invested	41,278.04
	2,37,281.89
	1,40,000.00
	97,281.89
Net available surplus	37,386.80

Add the expenditure on the following items though permissible is excessive and dubious and it should be reasonably reduced

(i) Animal upkeep	22,680.55
(ii) Royalty	14,392.35
(iii) Travelling Exp.	1,573.31
(iv) Misc. expenditure	859.89

23. From the above charts it will appear that the workmen have challenged the expenses on instalments to mining department, messing staff and repairs to tools and implements, and, also on conveyance, on travelling expenses in Head Office account, etc. etc. as excessive. According to the workmen there was an available surplus, after all possible and permissible deductions, of Rs. 35,151.07 in 1958 (Exhibit W. 33) and of Rs. 37,386.80 in 1959 (Exhibit W. 34). The principles laid down by the Supreme Court in *The Associated Cement Companies' Limited V. Their workmen 1959 (I) L.L.J. 644=A.I.R. 1959 S.C. 967*, approving the *Full Bench Formula* evolved in 1950 L.L.J. 1247 were accepted by both parties.

24. Unfortunately the management has not filled the break-ups of any of the items shown in any of the Profit and Loss Accounts filed by it. Exhibits M. 37 to M. 41 are the audited Profit and Loss Accounts for the year ending 31st December 1958 and Exhibits M. 178 to M. 182 are the audited Profit and Loss Accounts for the year ending 31st December 1959. In Exhibit M. 41 the net profit shown as transferred to Head Office in 1958 is Rs. 60,004.27 as against Rs. 57,709-1-0 in 1957. In 1959 Exhibit M. 182 the net profit shown is Rs. 47,692.90 as against Rs. 60,044.27 in 1958 as shown in Exhibit M. 41. In the chart Exhibit M. 190, the management has shown Rs. 30,397.00 as net profit as per Profit and Loss Account. The net profit as per profit and loss account in 1959 is shown as Rs. 30,902.00.

The case of the management is that from this net profit in 1958 and 1959 (i) income tax, (ii) return on capital at 9 per cent, and (iii) hypothetical salaries paid on fictional basis to the six partners at Rs. 300/- per month per head should

also be deducted. Deductions on account of income tax are not disputed by workmen. Deductions on account of return on capital claimed at 9 per cent is however disputed and the workmen allege that it should be at 4 per cent for the years 1958 and 1959.

According to the management Mohammad and Sons consists of seven partners of whom Mr. Mohammad is aged 90 years and the other six are his sons and according to the case of the management these sons being majors look after the business and as such all the six partners are entitled to fictional salaries at Rs. 300/- per month per head, although in fact they do not charge or draw any salary as the business is a family business in which members of the family only are concerned and there is no in it.

I cannot understand how, when these partners are members of one and the same family and there is no outsider in it and when admittedly they are not taking or charging any salary at all, can the management claim deductions not on account of actual salary paid or drawn by the partners or ever actually charged by them, but on purely hypothetical and almost fictional basis. It is true that the working of the F.B. Formula is no doubt national in some respects, but I think it would not be permissible for the employer to make it more national by introducing claims of charges on purely hypothetical and almost fictional basis. The deduction of national salary of the six partners claimed by the management must, therefore, be disallowed as admittedly non of the six partners ever charged any amount as salary.

On the Chart, Exhibit M. 90, submitted by the management, after excluding the fictional salaries of Rs. 21,600/- both in 1958 and in 1959 shown' to be payable to the six partners, and after reducing return on capital from 9 per cent to 4 per cent the figures work out as given below:

1958		
Net Profit as per Profit and Loss Account		Rs. 30,397.00
Deduct:		
Income Tax	Rs. 1,472/-	
Return on capital at 4 per cent on Rs. 281,726/-	10,470/-	
	11,942.	
		11,942.00
1959.	Net available surplus.	18,455.00
Net Profit as per Profit and Loss Account		30,902.00
Deduct:		
Income Tax	2,000.00	
Return on capital at 4 per cent. on 23,781	9,490.00	
	11,490.00	
		11,490.00
	Net available surplus:	19,412.00

The above two balances, namely, Rs. 18,455/- in 1958 and Rs. 19,412 in 1959 would thus be net available surplus on the basis of Exhibit M. 90. The management did not agree to the national salaries being disallowed and return on capital being reduced, but it conceded that if however the hypothetical salaries payable to the partners is disallowed and the return on the capital is reduced then the above two balances would represent the net available surplus in 1958 and 1959. The management accepted the position that Net Profit minus Income Tax return on the capital and salaries to partners would give the net available surplus as shown also in its chart Ext. M. 90. In view of this admission of the management I confined myself to the chart Ext. M. 90, which was the bonus short anchor of the management's argument on the question of

25. The workmen in order to prove the sound financial position of the management relied on the Profit and Loss Accounts from 1955 to 1960, which may be summarised in a tabular form as below:

<i>Exhibit No.</i>	<i>Calendar Year</i>	<i>Net Profit from Bhadwasi mine</i>		
		Rs.	As.	Ps.
M. 66	1955	1,12,128	10	0
M. 71	1956	1,19,304	13	9
M. 41	1957	57,709	1	0
M. 41	1958	00,004	27	nP.
M. 83(3)	1959 }	47,092	90	nP.
	1960 }	00,918	95	nP.

Exhibit M. 38 shows the net income, after deducting Head Office expenses, at Rs. 40,076.03 in 1957 and Rs. 30,397.25 nP in 1958.

Exhibit M. 83, the balance sheet as at 31st December, 1960 shows the cash in hand to be Rs. 1,10,824.42 nP out of the admitted original capital of Rs. 2,26,413.70 nP.

26. The workmen have challenged the correctness of the expenses on the items shown in Exhibit W. 33 and W. 34 and also challenged certain other expenses shown in these two exhibits but there is no material on which I can say that the expenses shown in profit and loss account submitted by the management and audited, although not corroborated by any competent witness who had a hand in its preparation, are not correct. In this view of the matter I am unable to accept the objection of the workmen and to disallow or modify the items of expenses as shown in Exhibits W. 33 and W. 34.

27. For these reasons, I held that in the calendar year 1958 the workers are entitled to 50 per cent of Rs. 18,455 and in the calendar year 1959 they are entitled to 50 per cent of Rs. 19,412 of the net available surplus found by me on the basis of the chart for 1958 and 1959 filed by the management Exhibit M. 90 after excluding fictional and hypothetical salaries shown as payable to the six partners and after reducing the amount of return on capital to 4 per cent per annum should be distributed amongst the workmen. By this the management will not be a loser at all and these will not be any financial burden at all on it.

Preliminary objection:

28. Now remains the consideration of the preliminary objection which has been put at Issue No. 1 by the Delhi Tribunal. This is to the effect that there is no Union, much less a recognised Union at Bhadwasi and as such the Union in question has no *locus standi* to represent the workmen, as it has not been recognised by the management. The fact that this Union was brought into existence in 1959 is admitted by the management's witness Sri Sattar Khan, M.W. 3, who admits that he is the Joint Secretary of this Union. On the admission of M.W. 3, therefore, the fact that this Union is in existence cannot be doubted.

M.W. 3 further admitted that at one time the Union had membership of about 250 members out of 350 workers, who work in the mine. The workmen have filed Minutes Books Exhibit W. 33; Cash Book Exhibit W. 34; Ledger Exhibit W. 35; Membership Registers Ext. W. 36; Membership Forms Ext. W. 37; and, three Membership Receipt Books Exhibits W. 38 to W. 40, which show that the Union is functioning in a regular way. Nothing has been shown as to why no reliance should be placed on them.

Reliance was also placed on behalf of the workmen on Ext. W. 2, the Charter of demands made by the Union on behalf of the workmen concerned on 1st December, 1960 Ext. W. 9, letter from the Union to the management on 15th September, 1960 regarding its demands; Ext. W. 14 reply dated 11th March, 1961 to the demands made by the Union and signed by the Labour Inspector (Central) Ajmer and Conciliation Officer; and Ext. W. 18, the report of the Conciliation Officer dated 11th March, 1961. These documents do show that this Union is representing the workmen of the mine, it is in existence and functioning there and also dealing with the management *vis-a-vis* the workmen concerned.

29. In reply, it was argued, on behalf of the management, that Exhibit W. 20 shows that this Union was registered on 27th January, 1960 and the Labour

Inspector, as appears from Exhibits M. 2, M. 3 and M. 84, inspected the said Union on 13th October, 1960, but these documents filed then and, further is that in Exhibit M. 3 it is mentioned that the Union did not produce the Union record for verification by the Labour Inspector. The workmen relied on Exhibit W. 35, the affidavit sworn on 1st October, 1962 by Shri Bharat Bhusan, General Secretary of the Union. W.W. 1, in which all the details of the Union are given. The fact that these documents were not filed before the Labour Inspector is, in my opinion, not a sufficient ground to hold that they are fabricated documents when they are not.

The workmen relied on a decision of the Supreme Court in *State of Bihar Vs. Kripa Shankar Jayaswal*, A.I.R. 1961, S.C. 304, in which it has been held that even an unrecognised union can espouse the cause of workmen concerned. For these reasons, in my opinion, there is no substance in the preliminary objection. I therefore, held that this Union has *locus standi* to espouse the cause of the workmen concerned and to represent them before this Tribunal also.

Summary of the Award:

30. I give below at one place my award on the different items of dispute, for the sake of convenience, but these should be read along with my findings given earlier on each item of dispute:

Re: (1) Wages:

A. Piece-rated Workers:

1. *Excavators*.—Rs. 1.75 per ton, besides wages for removal of overburden at the rate of Rs. 15/- per 1,000 c. ft. for soft earth and Rs. 20/- per 1,000 c. ft. for hard earth on measurement.

2. *Transporters*.—(Camelmen and Cartmen) Rs. 4/- per ton for 4 miles=Rs. 1/- per ton per mile.

3. *Wagon Loaders*.—Rs. 3/- per 10 (ten) tons=0.30 nP. per ton.

B. Daily rated workers:

4. *Loading and Unloading Labourers and Road Repairers for Trucks*.—Rs. 2/- per day per labourer.

C. Monthly rated workers:

Their Wage-Scales:

5. *Waterman*.—Rs. 50/- per month per head in the scale of Rs. 50-1-70.

6. *Jamadar*.—Rs. 70/- per month per head in the scale of Rs. 70-2-90.

7. *Bullock Card Drivers*.—Rs. 60/- per month per head in the grade of Rs. 60-2-70.

8. *Blacksmith*.—Rs. 90 per month per head in the scale of Rs. 90-2-100.

9. *Peons*.—Rs. 50/- per month in the grade of Rs. 50-2-70.

D. The above wages or scales of wages will apply from the date of the award.

Re. (2) Facilities:

Workmen are entitled to the following facilities:

1. One weekly paid holiday;

2. Eight paid festival holidays;

3. Ten days' paid casual leave;

4. Provident fund at the rate of 8 per cent of the workers' contribution plus equal contribution by the management.

Re. (3) Bonus:

50 per cent of Rs. 18,455/- in 1958 and 50 per cent of Rs. 19,412/- in 1959 will be distributed as Bonus amongst the workers by the management.

Re. (4) Housing Facility:

More huts, shelter houses, and the like, should be constructed by the management within three years of the award, in order to comfortably accommodate all workers desiring accommodation at the quarry site or at the railway station as the case may be. It will, however, be open to the management, if it so likes, to construct aluminium houses, if they find them cheaper, although not asked for by the workmen and to let them out on nominal rent of Re. 1 or Rs. 2/- per month

to the workers within the time allowed. No house rent in lieu of housing facility will be allowed, meanwhile.

31. I, therefore, answer the reference in the manner indicated above. This is the award which I make and submit to the Central Government under Section 15 of the Act.

Camp Bikaner,
The 28th November, 1963

(Sd) RAJ KISHORE PRASAD,
Presiding Officer,

Central Govt. Industrial Tribunal, Dhanbad.
[No. 23/17/61-LR.II.]

S.O. 374.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the East Baraboni Colliery, Post Office Charanpur, Burdwan, and their workmen, which was received by the Central Government on the 15th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 47 of 1963

Parties:

Employers in relation to the East Baraboni Colliery Post Office Charanpur, Burdwan, and

Their workmen.

Present: Shri Raj Kishore Prasad, M.A.B.L., Presiding Officer.

Appearances:

For the Employers: Sri S. S. Mukherjee, Advocate.

For the Workmen: None.

STATE: West Bengal.

INDUSTRY: Coal

Dhanbad, dated the 30th December 1963

AWARD

This reference was referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Ministry of Labour and Employment, Government of India, by its Order No. 6/11/63-LR.II dated 15th June 1963 to this Tribunal for adjudication of an industrial dispute existing between the employers in relation to the East Baraboni Colliery and their workmen in respect of the matter specified below:

SCHEDULE

"Whether the management of East Baraboni Colliery, Post Office Charanpur, Burdwan, was justified in refusing to employ Shri Hari Singh. If not to what relief is he entitled?"

2. A written statement, on behalf of the workman concerned, was filed by the Colliery Mazdoor Union on 17th July 1963, and, thereafter, on 22nd July 1963 a written statement on behalf of the management was also filed.

3. On 6th December 1963, on behalf of the management, a petition was filed to the effect that the workman concerned was dead, and, therefore, the reference had abated. On which I directed that notice be issued to the Union, with a copy of the petition filed by the management, to show cause why the reference should not abate.

4. The registered notice issued by the Tribunal was served on 11th December 1963, but in spite of the service of registered notice there is no appearance on behalf of the Union.

5. In these circumstances, due to the death of the workman concerned, it is manifest that the reference has abated. Let this be sent to the Central Government.

DHANBAD;

(Sd.) RAJ KISHORE PRASAD, Presiding Officer.
Central Govt. Industrial Tribunal, Dhanbad.

30th December, 1963.

[No. 6/11/63-LR.II.]

New Delhi, the 24th January 1964

S.O. 375.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act from Shri Santosh Kumar Chatterjee, 54, Banerjee Pare Street, Uttarpara, District Hoogly, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Misc. Application No. 13 of 1963

Arising out of Reference No. 9 of 1963

PARTIES

Shri Santosh Kumar Chatterjee, 54, Banerjee Pare Street, Uttarpara, Dist. Hoogly.—*Complainant.*

Vs.

Messrs Bhowra Coke Co., 3B, Garstin Place, Calcutta-1.—*Opposite Party.*

PRESENT:

Shri L. P. Dave, Presiding Officer.

Appearances:

On behalf of complainant.—Shri A. P. Chakravorty, Advocate.

On behalf of Opposite party—Shri S. Banerjee.

AWARD

This is an application under section 33A of the Industrial Disputes Act. There was an industrial dispute between the present opposite party and its head office employees and the said dispute was referred for adjudication by the Government of India to the Central Government Industrial Tribunal, Dhanbad, under order No. 1/1/63-LR.II dated 23rd February 1963. This reference was subsequently, by order No. 6/2/63-LR.II dated 11th July, 1963, transferred to this Tribunal for disposal.

In the meanwhile, the present applicant made an application to the Dhanbad Tribunal under section 33A of the Industrial Disputes Act, stating that the Opposite party had contravened the provisions of Section 33 of the Industrial Disputes Act by not paying monthly salary to him. This application which was registered as complaint No. 21 of 1963 before the Dhanbad Tribunal has been transferred to this Tribunal by the Government of India, under Order No. 1/1/63-LR.II dated 6th November 1963.

When the matter came up before this Tribunal to-day, the parties stated that there had been a settlement between them and filed a memorandum of settlement, copy thereof is appended herewith. It appears that there were several disputes between the employer and the workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six of the workmen have filed applications against the employer under section 33A and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it relates to the present applicant, it is agreed that his retirement is accepted and he is released from service but it is also agreed that the employer will pay him a sum of Rs. 500/00 (Rupees Five hundred only) in full and final settlement of his claims against the employer including arrears of salaries, dearness allowance, leave salary etc.

I have gone through the terms of the compromise and I am satisfied that it is relief the said Workmen are entitled?" [as per Order of Reference

31st December 1963.

(Sd.) L. P. DAVE, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

PRESENT:

Sri L. P. Dave. Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta, Ramprosad Chakbasis and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; (U/S. 33(2)(b) of the I.D. Act, 1947); Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union above named

Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:

- (a) 6/2/63—LRII dated January 23, 1963;
- (b) 1/1/63—LRII dated February 23, 1963;
- (c) 6/9/63—LRII dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled."

(as per Order of Reference No. mentioned in paragraph 1(a) above.)

- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?"

(as per Order of Reference No. mentioned in paragraph 1(b) above.)

- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September 1962 is justified? If so, what should be the quantum of bonus for the above periods?"

(as per order of Reference No. mentioned in paragraph 1(b) above.)

- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled?" (as per Order of Reference No. mentioned in paragraph 1(c) above).

2. That by subsequent Order of transfer No. 6/2/63-LRII dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

(a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;

(b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act 1947 (being Misc. Appl. No. 11 of 1963), filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

TERMS OF SETTLEMENT

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	... Rs. 8120.73 nP.
(ii) Durgapada Mukherjee	... Rs. 7408.36 nP.
(iii) R. G. Krishnan	... Rs. 6396.37 nP.
(iv) Nripendralal Das Gupta	... Rs. 2589.79 nP.
(v) Ramprosad Chakbasis	... Rs. 1658.42 nP.
(vi) Paresh Chandra Das	... Rs. 868.55 nP.
(vii) Santosh K Chatterjee	... Rs. 500.00 nP.

TOTAL ... Rs. 27542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only).

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27,542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total sum of Rs. 27,542.22 nP. as aforesaid, the balance (e.g. Rs. 21,542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakravarty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakravarty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of small Causes, Calcutta, against Sri S. K. Roy, the sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties.

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray

(1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue, Calcutta-12

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24/12/63

(S. K. Roy),
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

Sd./-

- (2) R. N. MUKHERJEE,—24-12-63.
- (3) DURGAPADA MUKHERJEE,—24-12-63.
- (4) R. G. KRISHNAN,—24-12-63.
- (5) NRIPENDRALAL DAS GUPTA,—24-12-63.
- (6) PARESH CHANDRA DAS,—24-12-63.
- (7) RAMPROSAD CHAKBASIS,—24-12-63.
- (8) SANTOSH KUMAR CHATTERJEE,—24-12-63

Advocate on behalf of the Workmen.

Sd./- AMAR PROSAD CHAKRABORTY,—24-12-63

On behalf of the Company

Sd./- S. BANERJEE,—24-12-63.

[No. 1/1/63-LR.II.]

S.O. 376.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act from Shri Paresh Chandra Das, C/o Sri Bipad Bhanjan Das, 16, Bancharam Ankur Lane, Calcutta-12, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Misc. Application No. 16 of 1963

Arising out of Reference No. 9 of 1963

PARTIES:

Shri Paresh Chandra Das, 16, Bancharam Ankur Lane (C/o Sri Bipad Bhanjan Das), Calcutta-12—*Complainant*.

Vs.

Messrs. Bhowra Coke Co., 3B, Garstin Place, Calcutta-1—*Opposite Party*.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

On behalf of complainant—Shri A. P. Chakravorty, Advocate.

On behalf of Opposite party—Shri S. Banerjee.

AWARD

This is an application under section 33A of the Industrial Disputes Act. There was an industrial dispute between the present opposite party and its head office employees and the said dispute was referred for adjudication by the Government of India to the Central Government Industrial Tribunal, Dhanbad, under order No. 1/1/63-LRII, dated 23rd February 1963. This reference was subsequently, by order No. 6/2/63-LRII, dated 11th July 1963, transferred to this Tribunal for disposal.

In the meanwhile, the present applicant made an application to the Dhanbad Tribunal under section 33A of the Industrial Disputes Act, stating that the Opposite party had contravened the provisions of section 33 of the Industrial Disputes Act terminating his services. This application which was registered as complaint No. 12 of 1963 before the Dhanbad Tribunal has been transferred to this Tribunal by the Government of India, under order No. 1/1/63-LRII, dated 6th November 1963.

When the matter came up before this Tribunal to-day, the parties stated that there had been a settlement between them and filed a memorandum of settlement, copy thereof is appended herewith. It appears that there were several disputes between the employer and the workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six of the workmen have filed applications against the employer under section 33A and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it relates to the present applicant, it is agreed that he is not to be re-instated in service but it is also agreed that the employer will pay him a sum of Rs. 868.55 nP. (Rupees Eight hundred sixty-eight and fifty-five nP. only) in full and final settlement of his claims against the employer including arrears of salaries, dearness allowance, leave salary etc.

I have gone through the terms of the compromise and I am satisfied that it is fair and reasonable. I accept it and pass an award in terms thereof.

(Sd.) L. P. DAVE,

Presiding Officer.

31st December 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII, dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII, dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta, Ramprosad Chakbasis and Parash Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/S. 33(2)(b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963; 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union abovenamed.

Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:

- (a) 6/2/63-LRII, dated January 23, 1963;
- (b) 1/1/63-LRII, dated February 23, 1963;
- (c) 6/9/63-LRII, dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled." [as per Order of Reference No. mentioned in paragraph 1(a) above].
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September, 1962 is justified? If so, what should be the quantum of bonus for the above periods?" [as per order of Reference No. mentioned in paragraph 1(b) above].
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled?" [as per Order of Reference No. mentioned in paragraph 1(c) above].

2. That by subsequent Order of transfer No. 6/2/63-LRII, dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

(a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;

(b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act, 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 11 of 1963) filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosod Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

TERMS OF SETTLEMENT

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosod Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendralal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrears salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	..	..	Rs. 8,120.73 nP.
(ii) Durgapada Mukherjee	..	..	Rs. 7,408.36 nP.
(iii) R. G. Krishnan	..	..	Rs. 6,396.37 nP.
(iv) Nripendralal Das Gupta	..	..	Rs. 2,589.79 nP.
(v) Ramprosod Chakbasis	..	..	Rs. 1,658.42 nP.
(vi) Paresh Chandra Das	..	..	Rs. 868.55 nP.
(vii) Santosh K. Chatterjee	..	..	Rs. 500.00 nP.

TOTAL Rs. 27,542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only)

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27,542-22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total of Rs. 27,542-22 nP. as aforesaid, the balance (e.g. Rs. 21,542-22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakrabarty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakrabarty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the Sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties:—

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in Terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

(1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue,
Calcutta-12.

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24-12-1963.

Sd./- S. K. ROY,
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

- (2) Sd./- R. N. MUKHERJEE, 24-12-1963.
- (3) Sd./- DURGAPADA MUKHERJEE, 24-12-1963.
- (4) Sd./- R. G. KRISHNAN, 24-12-1963.
- (5) Sd./- NRIPENDRALAL DAS GUPTA, 24-12-1963.
- (6) Sd./- PARESH CHANDRA DAS, 24-12-1963.
- (7) Sd./- RAMPROSAD CHAKRABARTY, 24-12-1963.
- (8) Sd./- SANTOSH KUMAR CHATTERJEE, 24-12-1963.
- Sd./- AMAR PROSAD CHAKRABARTY, 24-12-1963,

Advocate on behalf of the Workmen.

Sd./- S. BANERJEE, 24-12-1963,
On behalf of the Company.
[1/1/63-LRII.]

S.O. 377.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act from Nripendra Lal Das Gupta, 16, Bancharam Aukur Lane, Calcutta, which was received by the Central Government on the 6th January, 1964.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Misc. Application No. 16 of 1963:

Arising out of Reference No. 9 of 1963.

PARTIES:

Shri Nripendra Lal Das Gupta, 16, Bancharam Aukur Lane, Calcutta-12—
Complainant.

Vs.

Messrs. Bhowra Coke Co., 3B, Garstin Place, Calcutta-1—*Opposite Party.*

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

On behalf of complainant—Shri A. P. Chakravorty, Advocate.

On behalf of Opp. party—Shri S. Banerjee.

AWARD

This is an application under section 33A of the Industrial Disputes Act. There was an industrial dispute between the present opposite party and its head office employees and the said dispute was referred for adjudication by the Government of India to the Central Government Industrial Tribunal, Dhanbad, under order No. 1/1/63-LRII, dated 23rd February 1963. This reference was subsequently, by order No. 6/2/63-LRII, dated 11th July 1963, transferred to this Tribunal for disposal.

In the meanwhile, the present applicant made an application to the Dhanbad Tribunal under section 33A of the Industrial Disputes Act, stating that the Opposite party had contravened the provisions of section 33 of the Industrial Disputes Act by not paying monthly salary to him. This application which was registered as complaint No. 23 of 1963 before the Dhanbad Tribunal has been transferred to this Tribunal by the Government of India, under Order No. 1/1/63-LRII dated 6th November, 1963.

When the matter came up before this Tribunal to-day, the parties stated that there had been a settlement between them and filed a memorandum of settlement, copy thereof is appended herewith. It appears that there were several disputes between the employer and the workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six of the workmen have filed applications against the employer under section 33A and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it relates to the present applicant, it is agreed that his resignation is accepted and he is released from service but it is also agreed that the employer will pay him a sum of Rs. 2,589.79 nP. (Rupees Two thousand five hundred eighty-nine and seventy-nine nP. only) in full and final settlement of his claims against the employer including arrears of salaries, dearness allowance, leave salary etc.

I have gone through the terms of the compromise and I am satisfied that it is fair and reasonable. I accept it and pass an award in terms thereof.

(Sd.) L. P. DAVE,

Presiding Officer.

31 December 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII, dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII, dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta, Ramprosad Chakbasis and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/S. 33(2) (b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union abovenamed.

Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:—

- (a) 6/2/63-LRII, dated January 23, 1963;
- (b) 1/1/63-LRII, dated February 23, 1963;
- (c) 6/9/63-LRII, dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled." [as per Order of Reference No. mentioned in paragraph 1(a) above].
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September, 1962 is justified? If so, what should be the quantum of bonus for the above periods?" [as per order of Reference No. mentioned in paragraph 1(b) above].
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled " [as per Order of Reference No. mentioned in paragraph 1(c) above].

2. That by subsequent Order of transfer No. 6/2/63-LRII, dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

(a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;

(b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act, 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2) (b) of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 11 of 1963) filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

TERMS OF SETTLEMENT

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	..	..	Rs. 8,120.73 nP.
(ii) Durgapada Mukherjee	..	..	Rs. 7,408.36 nP.
(iii) R. G. Krishnan	..	..	Rs. 6,396.37 nP.
(iv) Nripendralal Das Gupta	..	..	Rs. 2,589.79 nP.
(v) Ramprosad Chakbasis	..	..	Rs. 1,658.42 nP.
(vi) Paresh Chandra Das	..	..	Rs. 868.55 nP.
(vii) Santosh K. Chatterjee	..	..	Rs. 500.00 nP.

TOTAL Rs. 27,542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only.)

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27,542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total sum of Rs. 27,542.22 nP. as aforesaid, the balance (e.g. Rs. 21,542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakrabarty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakrabarty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the Sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties:—

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in Terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

- (1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue,
Calcutta-12.

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24-12-1963.

Sd./- S. K. ROY,
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

- (2) Sd./- R. N. MUKHERJEE, 24-12-1963.
(3) Sd./- DURGAPADA MUKHERJEE, 24-12-1963.
(4) Sd./- R. G. KRISHNAN, 24-12-1963.
(5) Sd./- NRIPENDRALAL DAS GUPTA, 24-12-1963.
(6) Sd./- PARESH CHANDRA DAS, 24-12-1963.
(7) Sd./- RAMPROSAD CHAKBASIS, 24-12-1963.
(8) Sd./- SANTOSH KUMAR CHATTERJEE, 24-12-1963.
Sd./- AMAR PROSAD CHAKRABORTY, 24-12-1963,

Advocate on behalf of the Workmen.

Sd./- S. BANERJEE, 24 12 1963.
On behalf of the Company.

[No. 1/1/63-LRII.]

S.O. 378.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act from Shri Ramprosad Chakbasis C/o Bhowra Coke Company (Head Office) Employees' Union, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA

MISC. APPLICATION No. 12 OF 1963

ARISING OUT OF REF: No. 9 OF 1963

PARTIES:

Shri Ramprosad Chakbasis, C/o. Bhowra Coke Co. (H.O.) Employees Union—
Applicant.

Vs.

Messrs Bhowra Coke Co., 3B, Garstin Place, Calcutta-1.—*Opposite party.*

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of applicant—Shri A. P. Chakravorty, Advocate.

On behalf of Opp. party—Shri S. Banerjee.

AWARD

This is an application under Section 33A of the Industrial Disputes Act.

2. There were several industrial disputes between the employers, who are the opposite party in this case and their workmen. One of them was referred to for adjudication by the Government Order No. 1/1/63-LR11 dated 23rd February 1963 to the Industrial Tribunal, Dhanbad. By subsequent order No. 6/2/63-LR11 dated 11th July 1963, this reference was transferred to this Tribunal for disposal.

3. The present applicant made an application to this Tribunal under Section 33A of the Industrial Disputes Act on 7th October 1963 stating that the opposite party had contravened the provisions of Section 33 of the Industrial Disputes Act by terminating his services which termination was illegal, *mala fide* and unjust and was made without the permission of the Tribunal though a reference was pending before it.

4. The opposite party opposed the application.

5. When the matter came up before this Tribunal to-day, parties stated that there had been a settlement between them and filed a memorandum of settlement. A copy thereof is appended herewith. It appears that there were several disputes between the employers and their workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six workmen have filed applications against the employers under section 33A of the Industrial Disputes Act and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it related to the present applicant, it is agreed that he is not to be reinstated in service but it is also agreed that the employers have to pay him a sum of Rs. 1,658.42 nP. (Rupees one thousand six hundred fifty-eight and fortytwo nP.) only in full and final settlement of all his claims against the employers including arrears of salaries, dearness allowance, leave pay, bonus, etc.

5. I have gone through the terms of compromise and I am satisfied that it is fair and reasonable. I accept it and pass an award in terms thereof.

Sd./- L. P. DAVE,
Presiding Officer.

The 31st December, 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII dated November 6, 1963.

AND

In the matter of Messrs Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nribendralal Das Gupta, Ramprosad Chakbassis and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/S. 33(2)(b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963, 15 of 1963, 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

*The humble joint petition of the Company and the Union abovenamed.
Most Respectfully Sheweth:—*

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:

- (a) 6/2/63-LRII dated January 23, 1963;*
- (b) 1/1/63-LRII dated February 23, 1963;*
- (c) 6/9/63-LRII dated May 20, 1963;*

the industrial disputes existing between Messrs Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled."
[as per Order of Reference No. mentioned in paragraph 1(a) above].*
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?"
[as per Order of Reference No. mentioned in paragraph 1(b) above].*
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September 1962 is justified? If so, what should be the quantum of bonus for the above periods?"
[as per Order of Reference No. mentioned in paragraph 1(b) above].*
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nribendra Lal Das Gupta and Ramprosad Chakbassis, and if not to what relief the said Workmen are entitled?" [as per Order of Reference No. mentioned in paragraph 1(c) above].*

2. That by subsequent Order of transfer No. 6/2/63-LRII dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

(a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;

(b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act 1947 (being Misc. Appl. No. 11 of 1963), filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

TERMS OF SETTLEMENT

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	Rs. 8120.73 nP
(ii) Durgapada Mukherjee	Rs. 7408.36 nP.
(iii) R. G. Krishnan	Rs. 6396.37 nP.
(iv) Nripendralal Das Gupta	Rs. 2589.79 nP.
(v) Ramprosad Chakbasis	Rs. 1658.42 nP.
(vi) Paresh Chandra Das	Rs. 868.55 nP.
(vii) Santosh K. Chatterjee	Rs. 500.00 nP.

TOTAL ... Rs. 27542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only).

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27,542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen above-named, in sub-paragraph (B) of paragraph 9 hereof, the Company will make

payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total sum of Rs. 27,542.22 nP. as aforesaid, the balance (e.g. Rs. 21,542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakravarty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakravarty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of small Causes, Calcutta, against Sri S. K. Roy, the sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties.

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

(1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue, Calcutta-12.

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24/12/63
(S. K. Roy)

Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

- Sd./-
(2) R. N. MUKHERJEE, 24-12-63.
Sd./-
(3) DURGAPADA MUKHERJEE,—24-12-63.
Sd./-
(4) R. G. KRISHNAN,—24-12-63.
Sd./-
(5) NRIPENDRALAL DAS GUPTA,—24-12-63
Sd./-
(6) PARESH CHANDRA DAS,—24-12-63.
Sd./-
(7) RAMPROSAD CHAKBASIS,—24-12-63.
Sd./-
(8) SANTOSH KUMAR CHATTERJEE,—24-12-63.

Sd./- AMAR PROSAD CHAKRABORTY,—24-12-63.
Advocate on behalf of the Workmen.

Sd./- S. BANERJEE,—24-12-63.
On behalf of the Company

[No. 1/1/63-LRII.]

S.O. 379.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act from Shri Durga Pada Mukherjee, 156, Acharya Profulla Chandra Road, Block J, Room No. 3, Calcutta-6, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

MISC. APPLICATION No. 15 OF 1963

ARISING OUT OF REFERENCE No. 9 OF 1963

PARTIES:

Shri Durga Pada Mukherjee, 156, Acharya Profulla Chandra Road, Block J, Room No. 3, Calcutta-6—*Complainant*.

Vs.

Messrs Bhowra Coke Co., 3B, Garstin Place, Calcutta-1.—*Opposite Party*.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

On behalf of complainant—Shri A. P. Chakravorty, Advocate.

On behalf of Opp. party—Shri S. Banerjee.

AWARD

This is an application under section 33A of the Industrial Disputes Act. There was an industrial dispute between the present opposite party and its head office employees and the said dispute was referred for adjudication by the Government of India to the Central Government Industrial Tribunal, Dhanbad, under order No. 1/1/63-LRII dated 23rd February 1963. This reference was subsequently, by order No. 6/2/63-LRII dated 11th July 1963, transferred to this Tribunal for disposal.

In the meanwhile, the present applicant made an application to the Dhanbad Tribunal under section 33A of the Industrial Disputes Act, stating that the Opposite party had contravened the provisions of Section 33 of the Industrial Disputes Act by not paying monthly salary to him. This application which was registered as complaint No. 22 of 1963 before the Dhanbad Tribunal has been transferred to this Tribunal by the Government of India, under Order No. 1/1/63-LRII dated 6th November 1963.

When the matter came up before this Tribunal to-day, the parties stated that there had been a settlement between them and filed a memorandum of settlement, copy thereof is appended herewith. It appears that there were several disputes between the employer and the workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six of the workmen have filed applications against the employer under section 33A and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it relates to the present applicant, it is agreed that the applicant, who has since been dismissed, is not to be re-instated in service but it is also agreed that the employer will pay him a sum of Rs. 7408.36 nP (Rupees Seven thousand four hundred eight and thirtysix nP) only in full and final settlement of his claims against the employer including arrears of salaries, dearness allowance, leave salary etc.

I have gone through the terms of the compromise and I am satisfied that it is fair and reasonable. I accept it and pass an award in terms thereof.

The 31st December 1963.

(Sd.) L. P. DAVE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII, dated November 6, 1963.

AND

In the matter of Messrs, Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta, Ramprosad Chakbasis and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963 Misc. Appl. No. of 1963; (U/S. 33(2) (b) of the I.D. Act, 1947); Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union abovenamed
Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour and Employment Orders of Reference Nos.:

- (a) 6/2/63—LRII dated January 23, 1963;
- (b) 1/1/63—LRII dated February 23, 1963;
- (c) 6/9/63—LRII dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled." (as per Order of Reference No. mentioned in paragraph 1(a) above).
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?" (as per Order of Reference No. mentioned in paragraph 1(b) above).
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September 1962 is justified? If so, what should be the quantum of bonus for the above periods?" (as per order of Reference No. mentioned in paragraph 1(b) above).
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled?" (as per Order of Reference No. mentioned in paragraph 1(c) above).

2. That by subsequent Order of transfer No. 6/2/63-LRII dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

- (a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;
- (b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Shri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act 1947, (being Misc. Appl. No. 11 of 1963) filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

TERMS OF SETTLEMENT

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, inter alia, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement notice-pay, bonus etc.

(i) R. N. Mukherjee	..	..	Rs. 8,120.73 nP
(ii) Durgapada Mukherjee	..	..	Rs. 7,408.36 nP.
(iii) R. G. Krishnan	..	..	Rs. 6,396.37 nP.
(iv) Nripendralal Das Gupta	..	..	Rs. 2,539.79 nP.
(v) Ramprosad Chakbasis	..	..	Rs. 1,658.42 nP.
(vi) Paresh Chandra Das	..	..	Rs. 868.55 nP.
(vii) Santosh K. Chaterjee	..	..	Rs. 500.00 nP.
TOTAL	..	..	Rs. 27,542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only.)

(C). It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D). It is further agreed that out of the total sum of Rs. 27,542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total of Rs. 27,542.22 nP. as aforesaid, the balance (e.g. Rs. 21,542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakraborty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakraborty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E). It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F). In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G). It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H). No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the Sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J). It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K). It is agreed that this agreement shall be binding for ever between the parties:—

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in Terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

- (1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue,
Calcutta-12.

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24-12-1963.

Sd./- S. K. Roy,
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

- (2) Sd./- R. N. MUKHERJEE, 24-12-1963.
(3) Sd./- DURGA PADA MUKHERJEE, 24-12-1963.
(4) Sd./- R. G. KRISHNAN, 24-12-1963.
(5) Sd./- NRIPENDRALAL DAS GUPTA, 24-12-1963.
(6) Sd./- PARESH CHANDRA DAS, 24-12-1963.
(7) Sd./- RAMPROSAD CHAKRABORTY, 24-12-1963.
(8) Sd./- SANTOSH KUMAR CHATTERJEE, 24-12-1963.
Sd./- AMAR PROSAD CHAKRABORTY, 24-12-1963,
Advocate on behalf of the Workmen.

Sd./- S. BANERJEE, 24-12-1963,

On behalf of the Company.

[No. 1/1/63-LR.II.]

S.O. 380.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bhowra Coke Company, Calcutta and their workmen, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 9 OF 1963

PARTIES:

Employers in relation to the Bhowra Coke Company, Calcutta.

AND

Their workmen.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

On behalf of employers—Shri S. Banerjee.

On behalf of workmen—Shri A. P. Chakravorty, Advocate.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 1/1/63-LRII dated 23rd February 1963, referred the industrial dispute existing between the employers in relation to the Bhowra Coke Company and their workmen in respect of the matters specified in the schedule annexed to the order for adjudication to the Industrial Tribunal at Dhanbad. The matters referred to were:

- (a) (i) Whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award dated the 20th February 1962, was justifiable;
- (ii) if not, to what relief the employees are entitled;
- (b) (i) Whether the demand for payment of half yearly bonus for the periods ending March 1962 and September 1962 is justified;
- (ii) If so, what should be the quantum of bonus for the above period.

2. By subsequent order No. 6/2/63-LRII dated 11th July 1963, the Government withdrew the proceedings in relation to the above dispute from the Industrial Tribunal, Dhanbad, and transferred them to this Tribunal for disposal.

3. When the matter came up before me to-day, the parties stated that there had been a compromise between them and produced a memorandum of settlement. A copy thereof is appended herewith.

4. It appears that there were several disputes between the employers and their workmen. Apart from the present reference, there are two other references namely 8 of 1963 and 10 of 1963 between the parties pending before this Tribunal. Then there is an application made by the employer under section 33 of the Industrial Disputes Act against one workman for approval of the action of dismissal taken against him. Six other workmen have filed six different applications under section 33A of the Industrial Disputes Act. All these matters are now pending before this Tribunal and the above compromise relates to all these matters. There are seven workmen involved in the different proceedings. It appears that two of them had been dismissed; two removed from service; one has retired and the remaining two have resigned. Under the terms of settlement, the persons who have been dismissed or removed from service are not to be reinstated and the retirement and resignations of the others are to be accepted. In other words, none of the seven persons is now to continue in service. All of them are however to be paid lump sum amounts specified against their names in full and final settlement of all their claims against the employers including arrears of pay, dearness allowance, leave pay, notice pay, bonus etc. Awards in favour of all these workmen are being passed separately in the other matters.

So far as the present dispute is concerned, it relates to amounts regarding bonus or part of the bonus for different years. Under the settlement, the amount of

bonus payable to the different workers has been included in the amount payable to them. I am told that the employer has no other employee excepting these seven workmen. The result therefore is that so far as the present dispute is concerned, it does not now survive as the amount of bonus has been included in the amount agreed to be paid to the different workmen. The parties have therefore stated before me that in view of this compromise, the workmen do not intend to proceed with the dispute which should be deemed as settled and the Union does not press for any award.

In the result, I pass no award in this case.

The 31st December, 1963.

(Sd.) L. P. DAVE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII, dated July 11, 1963

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII, dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta, Ramprosad Chakbais and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/s. 32(2) (b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963 (U/s. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963; 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/s. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union abovenamed.

Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:—

- (a) 6/2/63-LRII, dated January 23, 1963;
- (b) 1/1/63-LRII, dated February 23, 1963;
- (c) 6/9/63-LRII, dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled." [as per Order of Reference No. mentioned in paragraph 1(a) above].
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?" [as per Order of Reference No. mentioned in paragraph 1(b) above].

- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September, 1962 is justified? If so, what should be the quantum of bonus for the above periods?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled?" [as per Order of Reference No. mentioned in paragraph 1(c) above].
2. That by subsequent Order of transfer No. 6/2/63-LRII, dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.
3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—
- (a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;
 - (b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.
4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act, 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.
5. That an application under Section 33(2)(b) of the Industrial Disputes Act, 1947 (being Misc. Appl. No. 11 of 1963), filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.
6. That an application under Section 33A of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.
7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.
8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.
9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

Terms of Settlement

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignation from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made

upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	..	..	Rs. 8,120.73 nP.
(ii) Durgapada Mukherjee	..	..	Rs. 7,408.36 nP.
(iii) R. G. Krishnan	..	..	Rs. 6,396.37 nP.
(iv) Nripendra Lal Das Gupta	..	..	Rs. 2,589.79 nP.
(v) Ramprosad Chakraborty	..	..	Rs. 1,658.42 nP.
(vi) Paresh Chandra Das	..	..	Rs. 868.55 nP.
(vii) Santosh K. Chatterjee	..	..	Rs. 500.00 nP.
TOTAL	..	..	Rs. 27,542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only).

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27,542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total of Rs. 27,542.22 nP. as aforesaid, the balance (e.g. Rs. 21,542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakrabarty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakraborty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the Sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties:—

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in Terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

- (1) Bhowra Coke Co. (H.O.) Employees Union,
35, Chittaranjan Avenue,
Calcutta-12.

Sd./- R. N. MUKHERJEE,
Secretary.

Sd./- SUNIL KUMAR ROY,
24-12-1963.

Sd./- S. K. Roy,
Sole Proprietor.
Bhowra Coke Company,
3B, Garstin Place.
Calcutta-1.

- (2) Sd./- R. N. MUKHERJEE, 24-12-1963.
(3) Sd./- DURGAPADA MUKHERJEE, 24-12-1963.
(4) Sd./- R. G. KRISHNAN, 24-12-1963.
(5) Sd./- NRIPENDRALAL DAS GUPTA, 24-12-1963.
(6) Sd./- PARESH CHANDRA DAS, 24-12-1963.
(7) Sd./- RAMPROSAD CHAKBASIS, 24-12-1963.
(8) Sd./- SANTOSH KUMAR CHATTERJEE, 24-12-1963.
Sd./- AMAR PROSAD CHAKRABORTY, 24-12-1963,
Advocate on behalf of the Workmen.

Sd./- S. BANERJEE, 24-12-1963.

On behalf of the Company.

[No. 1/1/63-LR.II.]

S.O. 381.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the matter of an application under Section 33A of the said Act from Shri R. G. Krishnan, 22/A, Deshyapriya Park West, Calcutta, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

MISC. APPLICATION No. 17 OF 1963

ARISING OUT OF REFERENCE No. 9 OF 1963

PARTIES:

Shri R. G. Krishnan, 22/A Deshyapriya Park West, Calcutta.—*Complainant.*

Vs.

Messrs Bhowra Coke Co., 3B, Garstin Place, Calcutta-1.—*Opposite party.*

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of Complainant—Shri A. P. Chakravorty, Advocate.

On behalf of Opposite party—Shri S. Banerjee.

AWARD

This is an application under section 33A of the Industrial Disputes Act. There was an industrial dispute between the present opposite party and its head office employees and the said dispute was referred for adjudication by the Government of India to the Central Government Industrial Tribunal, Dhanbad, under order No. 1/1/63-LR.II dated 23rd February 1963. This reference was subsequently, by order No. 6/2/63-LR.II dated 11th July 1963, transferred to this Tribunal for disposal.

In the meanwhile, the present applicant made an application to the Dhanbad Tribunal under section 33A of the Industrial Disputes Act, stating that the Opposite party had contravened the provisions of Section 33 of the Industrial Disputes Act by not paying monthly salary to him. This application which was registered as complaint No. 24 of 1963 before the Dhanbad Tribunal has been transferred to this Tribunal by the Government of India, under Order No. 1/1/63-LR.II dated 6th November 1963.

When the matter came up before this Tribunal to-day, the parties stated that there had been a settlement between them and filed a memorandum of settlement

copy thereof is appended herewith. It appears that there were several disputes between the employer and the workmen and these disputes are now pending adjudication before this Tribunal under Reference Nos. 8 of 1963, 9 of 1963 and 10 of 1963. It further appears that six of the workmen have filed applications against the employer under section 33A and they are also pending before this Tribunal. The settlement is a consolidated one and refers to all these matters. Under the terms of compromise in so far as it relates to the present applicant, it is agreed that his resignation is accepted and he is released from service, but it is also agreed that the employer will pay him a sum of Rs. 6396.37 nP. (Rupees Six thousand three hundred ninety-six and thirty-seven nP. only) in full and final settlement of his claims against the employer including arrears of salaries, dearness allowance, leave salary etc.

I have gone through the terms of the compromise and I am satisfied that it is fair and reasonable. I accept it and pass an award in terms thereof.

31st December 1963

(Sd.) L. P. DAVE,

Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA
PRESENT:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII, dated July 11, 1963.

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendralal Das Gupta, Ramprosad Chakbasi and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/S. 33(2)(b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963 (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union abovenamed

Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:

- (a) 6/2/63-LRII dated January 23, 1963;
- (b) 1/1/63-LRII dated February 23, 1963;
- (c) 6/9/63-LRII dated May 20, 1963;

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen abovenamed were referred for adjudication to the industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April 1962 and his subsequent dismissal with effect from the 18th June, 1962 by the management of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled." [as per Order of Reference No. mentioned in paragraph 1(a) above.]

- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not, to what relief the employees entitled?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September 1962 is justified? If so, what should be the quantum of bonus for the above periods?" [as per order Reference No. mentioned in paragraph 1(b) above].
- (iv) "whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November 1962 to March 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to what relief the said Workmen are entitled?" [as per Order of Reference No. mentioned in paragraph 1(c) above].

2. That by subsequent Order of transfer No. 6/2/63-LRII dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

- (a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;
- (b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November 1962 to May 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act 1947, (being Misc. Appl. No. 11 of 1963) filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

Terms of Settlement

(A). It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B). It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, tiffin allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

	Rs. nP.
(i) R. N. Mukherjee	8120.73
(ii) Durgapada Mukherjee	7408.36
(iii) R. G. Krishnan	6396.37
(iv) Nripendra Lal Das Gupta	2539.79
(v) Ramprosad Chakbassis	1658.42
(vi) Paresh Chandra Das	868.55
(vii) Santosh K. Chatterjee	500.00
Total	27542.22

(Rupees twenty-seven thousand five hundred forty-two and twenty-two naye paise only).

(C). It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D). It is further agreed that out of the total sum of Rs. 27542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen above-named, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000/- (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000/- from the total sum of Rs. 27542.22 nP. as aforesaid, the balance (e.g. Rs. 21542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakravorty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakravorty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen above-named to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E). It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F). In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G). It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H). No costs may be awarded to either parties.

(I). It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J). It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K). It is agreed that this agreement shall be binding for ever between the parties.

In the circumstances, the Company and the Workmen above-named, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners as in duty bound, shall ever pray.

- (1) Bhowra Coke Co. (I.O.) Employees Union,
35, Chittaranjan Avenue, Calcutta 12

Sd./- R. N. MUKHERJEE,
Secretary

Sd/- SUNIL KUMAR ROY,
24/12/63
(S. K. Roy),...
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

Sd./-

- (2) R. N. MUKHERJEE,—24-12-63.
(3) BURGAPADA MUKHERJEE,—24-12-63.
(4) R. G. KRISHNAN,—24-12-63.
(5) NRIPENDRALAL DAS GUPTA,—24-12-63
(6) PARESH CHANDRA DAS,—24-12-63.
(7) RAMPROSAD CHAKRABORTY,—24-12-63.
(8) SANTOSH KUMAR CHATTERJEE,—24-12-63

Sd./- AMAR PROSAD CHAKRABORTY.—24-12-63.
Advocate on behalf of the Workmen.

Sd./- S. BANERJEE.—24-12-63.
On behalf of the Company

[No. 1/1/63-LR.II]

S.O. 382.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bhowra Coke Company and their workmen, which was received by the Central Government on the 6th January, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 8 OF 1963

PARTIES:

Employers in relation to the Bhowra Coke Company,

AND

Their workmen.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

On behalf of employers—Shri S. Banerjee.

On behalf of workmen—Shri A. P. Chakravorty, Advocate.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/2/-63-LR.II, dated the 23rd January, 1963, referred the industrial dispute existing between the employers in relation to the Bhowra Coke Company and their workmen on the question whether the suspension of Shri R. N. Mukherjee from 25th April, 1962 and his subsequent dismissal from 18th June, 1962, were justified and if not, to what relief he was entitled, for adjudication to the Central Government Industrial Tribunal at Dhanbad. By subsequent order of even number dated 11th July, 1963, the Government withdrew the proceedings in relation to the present dispute and transferred them for disposal to this Tribunal.

2. When the matter came up before me to-day, the parties stated that they had settled the dispute and produced a memorandum of the terms of settlement, a copy of which is appended herewith. It appears that there were several disputes between the employers and their workmen both collectively as well as individually. Apart from the present reference, there are two other references pending before this Tribunal between the employers and their workmen; there are seven applications, one under section 33 and six under section 33A of the Industrial Disputes Act pending between the employers and different workmen. The compromise relates to all the matters. So far as the present reference is concerned, the terms of compromise are to the effect that Shri R. N. Mukherjee, about whose dismissal the present dispute relates, is not to be re-instated in service. It is further agreed that the employers are to pay him a lump sum of Rs. 8,120-73 (Rupees eight thousand one hundred twenty and seventy-three nP.) only in full and final settlement of all his claims against the employers including his claim for

rear salaries, dearness allowance, leave pay, compensation, notice pay, bonus etc. The amount is to be paid by certain instalments through Shri A. P. Chakravorty, Advocate for the workmen.

I therefore pass an award in terms of the compromise. No order as to costs
(Sd.) L. P. DAVE,

The 31st December, 1963.

Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

PARTIES:

Sri L. P. Dave, Presiding Officer.

In the matter of Government of India, Ministry of Labour & Employment Order No. 6/2/63-LRII, dated July 11, 1963

AND

In the matter of Government of India, Ministry of Labour & Employment Order No. 1/1/63-LRII, dated November 6, 1963.

AND

In the matter of Messrs. Bhowra Coke Company, 3B, Garstin Place, Calcutta-1 (to be hereinafter known as "the Company").

Versus

Their Workmen, namely, Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta, Ramprosad Chakbasis and Paresh Chandra Das, represented by Bhowra Coke Co. (H.O.) Employees' Union, 35, Chittaranjan Avenue, Calcutta-12 (to be hereinafter known as "the Union").

AND

In the matter of Reference Nos. 8 of 1963; 9 of 1963; 10 of 1963; Misc. Appl. No. 11 of 1963; [U/S. 33(2)(b) of the I.D. Act, 1947]; Misc. Appl. No. 12 of 1963; (U/S. 33A of the I.D. Act, 1947); Misc. Appl. Nos. 13 of 1963, 14 of 1963; 15 of 1963; 16 of 1963 and 17 of 1963 (all U/S. 33A of the I.D. Act, 1947).

The humble joint petition of the Company and the Union above-named
Most Respectfully Sheweth:—

1. That by the Government of India, Ministry of Labour & Employment Orders of Reference Nos.:

3. I have gone through the terms of the compromise and I am satisfied that its terms are fair and reasonable, and hence accept it.

(a) 6/2/63—LRII, dated January 23, 1963;

(b) 1/1/63—LRII, dated February 23, 1963;

(c) 6/9/63—LRII dated May 20, 1963:

the industrial disputes existing between Messrs. Bhowra Coke Company and their Workmen above-named were referred for adjudication to the Industrial Tribunal, Dhanbad, in respect of the following matters:—

- (i) "whether the suspension of Shri R. N. Mukherjee with effect from the 25th April, 1962 and his subsequent dismissal with effect from the 18th June, 1962, by the management of Messrs. Bhowra Coke Company 3B, Garstin Place, Calcutta-1 was justified? If not, to what relief is he entitled?" (as per Order of Reference No. mentioned in paragraph 1(a) above.)
- (ii) "whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1953 to 1961 in terms of the Industrial Tribunal Award, dated the 20th February, 1962, was justified? If not to what relief the employees entitled?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iii) "whether the demand for payment of half-yearly bonus for the periods ending March, 1962 and September, 1962 is justified? If so, what should be the quantum of bonus for the above periods?" [as per Order of Reference No. mentioned in paragraph 1(b) above].
- (iv) whether the management of Bhowra Coke Company, 3-B, Garstin Place, Calcutta-1 were justified in withholding the payment of monthly salary for the months of November, 1962 to March, 1963 to Sarvashri Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Nripendra Lal Das Gupta and Ramprosad Chakbasis, and if not to

what relief the said Workmen are entitled?" [as per Order of Reference No. mentioned in paragraph 1(c) above].

2. That by subsequent Order of transfer No. 6/2/63-LRII, dated July 11, 1963, the proceedings in relation to the above disputes were withdrawn from the Industrial Tribunal, Dhanbad, and transferred to the Central Government Industrial Tribunal, Calcutta, for disposal according to law.

3. That the following applications under Section 33A of the Industrial Disputes Act, 1947, filed by the following Workmen against the Company in connection with the subjects mentioned below were also pending before the Industrial Tribunal, Dhanbad:—

(a) Complaint No. 12 of 1963 (of the Industrial Tribunal, Dhanbad) filed by Sri Paresh Chandra Das for his dismissal from service with effect from March 15, 1963;

(b) Complaints Nos. 21 of 1963, 22 of 1963, 23 of 1963 and 24 of 1963 (of the Industrial Tribunal, Dhanbad) filed respectively by Sri Santosh Kumar Chatterjee, Sri Durgapada Mukherjee, Sri Nripendra Lal Das Gupta and Sri R. G. Krishnan for non-payment of their salaries from November, 1962 to May, 1963.

4. That by subsequent Order of transfer No. 1/1/63-LRII, dated November 6, 1963, the above complaints, under Section 33A of the Industrial Disputes Act, 1947, were transferred to the Central Government Industrial Tribunal, Calcutta.

5. That an application under Section 33(2)(b) of the Industrial Disputes Act 1947, (being Misc. Appl. No. 11 of 1963) filed by the Company before this Tribunal for approval of the dismissal order passed against Sri Durgapada Mukherjee is pending decision.

6. That an application under Section 33A of the Industrial Disputes Act, 1947, (being Misc. Appl. No. 12 of 1963) filed in this Tribunal by Sri Ram Prosad Chakbasis against the Company for his dismissal from service with effect from August 27, 1963, is pending decision.

7. That the Company and the Union have amicably settled all the disputes, as referred to in paragraphs 1 to 6 hereof, for the purpose of industrial peace and harmony.

8. That all the Workmen, who are involved in the above disputes, namely Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Santosh Kumar Chatterjee, R. G. Krishnan, Ramprosad Chakbasis, Nripendra Lal Das Gupta and Paresh Chandra Das are members of the said Bhowra Coke Co. (H.O.) Employees Union.

9. That the following settlements have been arrived at in course of mutual discussion between the parties:—

Terms of Settlement

(A) It is hereby agreed that Sarvashri R. N. Mukherjee, Durgapada Mukherjee, Ramprosad Chakbasis and Paresh Chandra Das will not be re-instated in service. The retirement of Sri Santosh Kumar Chatterjee is accepted and the voluntary resignations from service submitted by Sarvashri R. G. Krishnan and Nripendra Lal Das Gupta are hereby accepted by the Company and they are hereby released from service.

(B) It is hereby agreed that the Company will pay the undernoted lump sum amount to the following Workmen in full and final settlement of all their claims on the Company. The said amount includes, *inter alia*, the Workmen's claims for all arrear salaries (including dearness allowances) made upto date, leave pay, *effin* allowance, compensation in lieu of re-instatement, notice-pay, bonus etc.

(i) R. N. Mukherjee	..	..	Rs. 8120.73 nP.
(ii) Durgapada Mukherjee	..	..	Rs. 7408.36 nP.
(iii) R. G. Krishnan	..	..	Rs. 6396.37 nP.
(iv) Nripendralal Das Gupta	..	..	Rs. 2589.79 nP.
(v) Ramprosad Chakbasis	..	..	Rs. 1658.42 nP.
(vi) Paresh Chandra Das	..	..	Rs. 868.55 nP.
(vii) Santosh K. Chatterjee	..	..	Rs. 500.00 nP.

TOTAL Rs. 27542.22 nP.

(Rupees twenty-seven thousand five hundred forty-two and naye paise twenty-two only).

(C) It is also hereby agreed that save and except what are being agreed by the Company in sub-paragraph (B) of paragraph 9 hereof, the Workmen hereby withdraw all other demands, if any, in full and final satisfaction of all their claims on the Company.

(D) It is further agreed that out of the total sum of Rs. 27542.22 nP. only, arrived at by adding the amount standing against the name of each of the Workmen abovenamed, in sub-paragraph (B) of paragraph 9 hereof, the Company will make payment of a sum of Rs. 6,000 (Rupees six thousand) only on the date of filing this petition of compromise before the Tribunal. After deducting the aforesaid sum of Rs. 6,000 from the total sum of Rs. 27542.22 nP. as aforesaid, the balance (e.g. Rs. 21542.22 nP. only) would be paid by 12 (twelve) monthly equal instalments. The monthly payments, as aforesaid, would be made by the 10th of each succeeding month according to English Calendar. All such payments will be made by the Company to Sri Amar Prosad Chakraborty, Advocate for the Workmen, by crossed cheque drawn in his favour and receipt of the said Advocate shall be complete discharge to the Company in respect of the payments so to be made. The said cheques will be sent by the Company to the said Sri Amar Prosad Chakraborty, Advocate in the High Court at Calcutta, who has been duly authorised by each and every Workmen abovenamed to receive such payment and to distribute the amount in the manner as may be submitted by the Workmen to him.

(E) It is agreed that no dispute would be raised by the Workmen in future about the correctness of the amounts noted in sub-paragraph (B) of paragraph 9 hereof.

(F) In the event of the Company being transferred, the liability of this agreement will be accepted by the transferee and the amount will be paid accordingly as above.

(G) It is agreed that this agreement will finally settle all disputes existing between the Company and the Workmen.

(H) No costs may be awarded to either parties.

(I) It is agreed that Sri R. G. Krishnan who has filed a Money Suit, being S.C.C. Suit No. 2642 of 1963, in the Court of Small Causes, Calcutta, against Sri S. K. Roy, the sole Proprietor of the Company, shall withdraw his case immediately and will also bear his own costs.

(J) It is agreed that the Company will withdraw the cases immediately pending before the Hon'ble High Court in connection with Reference Nos. 8 of 1963, 9 of 1963, 10 of 1963, and Misc. Appl. No. 11 of 1963 and shall bear their own costs.

(K) It is agreed that this agreement shall be binding for ever between the parties.

In the circumstances, the Company and the Workmen abovenamed, represented by the said Union, jointly pray that your Honour may be pleased to pass an Award in terms of Settlement, as stated in the foregoing paragraphs, and all industrial disputes which are pending before this Tribunal may be disposed of accordingly.

And your petitioners, as in duty bound, shall ever pray.

(1) Bhowra Coke Co. (H.O.) Employees Union,

35, Chittaranjan Avenue, Calcutta-12

Sd./- R. N. MUKHERJEE,
Secretary,

Sd./- SUNIL KUMAR ROY,
24/12/63

(S. K. Roy),
Sole Proprietor,
Bhowra Coke Company,
3B, Garstin Place,
Calcutta-1.

Sd./-

(2) R. N. MUKHERJEE, 24-12-63.

Sd./-

(3) DURGAPADA MUKHERJEE,—24-12-63

Sd./-

(4) R. G. KRISHNAN,—24-12-63.

Sd./-

(5) NRIPENDRALAL DAS GUPTA,—24-12-63

Sd./-

(6) PARESH CHANDRA DAS,—24-12-63.

Sd./-

(7) RAMPROSAD CHAKBASIS,—24-12-63.

Sd./-

(8) SANTOSH KUMAR CHATTERJEE,—24-12-63.

Sd./- AMAR PROSAD CHAKRABORTY,—24-12-63.
Advocate on behalf of the
workmen.

Sd./- S. BANERJEE,—24-12-63.
On behalf of the Company

[No. 6/2/63-LR.II]

ORDERS

New Delhi, the 21st January 1964

S.O. 383.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Toposi Colliery, Post Office Toposi, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the management of Toposi Colliery was not justified in treating Sarvashri Kuchra Bowri, Sudhir Bowri, Jamini Bowri, Atul Bowri and Gora Bowri, Smithy workmen, as fresh employees from the respective dates on which their names were brought on the muster rolls of the Colliery? If so, what is the correct date of commencement of service in respect of each of them?

2. Whether the management of Toposi Colliery was justified in laying off Sarvashri Kuchra Bowri, Sudhir Bowri, Jamini Bowri, Atul Bowri and Gora Bowri, Smithy workmen, with effect from 9th September, 1963? If not, to what relief is each of them entitled?

[No. 6/32/63-LR.II.]

S.O. 384.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jaipuria Kajora Colliery, Post Office Ondal, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Jaipuria Kajora Colliery in dismissing Shri Ram Laxhan Singa, a workman, with effect from the 16th October, 1963 was justified? If not, to what relief is the workman entitled?

[No. 6/42/63-LR.II.]

S.O. 385.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the North Damuda Colliery, Post Office Nudkhurkee, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of North Damuda Colliery [Hazaribagh Coal Syndicate (Private) Limited], Post Office Nudkhurkee (Dhanbad) in terminating the services of Shri Raghun Mahato, fireman, was justified. If not, to what relief is the workman entitled?

[No. 2/95/63-LR.II.]

New Delhi, the 22nd January 1964

S.O. 386.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to Digwadih Colliery of Messrs

Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora (District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act;

SCHEDULE

Whether the dismissal of Shri Ram Tilak Singh, Watchman, (T. No. 3326) with effect from the 26th March, 1963 by the management of Digwadih Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba Post Office Jealgora (District Dhanbad) was justified? If not, to what relief is he entitled?

[No. 2/92/63-LR.II.]

S.O. 387.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal from service of Shri L. C. Sen, (Ticket No. 4039, Grade II Clerk Washing Plant, Jamadoba of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, Dhanbad) with effect from 26th December 1961 was justified? If not, to what relief is the workman entitled?

[No. 2/64/63-LR.II.]

S.O. 388.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the North Brook Colliery, Post Office J. K. Nagar, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of North Brook Colliery is justified in not supplying Pick axes free of cost to the Pick miners employed in the Colliery? If not, to what relief are the pick miners of the Colliery entitled?

[No. 6/30/63-LR.II.]

S.O. 389.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba Post Office Jealgora (District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal from service of Shri Ismail No. II, C.R.O. Miner of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora (District Dhanbad) with effect from 9th May 1962 was justified? If not, to what relief is the workman entitled?

[No. 2/71/63-LR.II.]

S.O. 390.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Sijua Colliery of Messrs Tata Iron and Steel Company Limited Jamadoba, Post Office Jealgora (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Messrs Tata Iron and Steel Company, Jamadoba, Post Office Jealgora, in dismissing Shri Ramautar, Coal-field Recruiting Organisation miner from service in Sijua Colliery, was justified? If not, to what relief is the employee entitled?

[No. 2/2/64-LR.II.]

New Delhi, the 24th January 1964

S.O. 391.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Umaria Colliery, Post Office Umaria, District Shahdol and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication:

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Umaria Colliery was justified in dismissing the following workmen from service; and if not, to what relief are these workmen entitled?

1. Shri Ganesh, Ticket No. 811, Miner.
2. Shri Sudhua, Ticket No. 633, Miner.
3. Shri Baisakhoo, Ticket No. 734, Miner.
4. Shri Girdhari S/o Sirmani, Ticket No. 755.
5. Shri Milan, Ticket No. 717, Miner.
6. Shri Gannat, 1261.
7. Shri Majnoo, Ticket No. 753, Miner.
8. Shri Bhakua S/o Charka, Ticket No. 692.

[No. 5/47/63-LR.II.]

S.O. 392.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Real Kajora Colliery, Post Office Kajoramgram (District Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether Shri Bindyachal Singh was employed as Bill Clerk in the Real Kajora Colliery immediately before 2.th October, 1963 and whether he was entitled to be posted as Bill Clerk on the expiry of his leave? If so, whether the refusal of the management to employ him as Bill Clerk from 18th November, 1963, was legal and justified? If the refusal of the employment is held not legal and justified, to what relief is the workman entitled?

(2) Whether the management of Real Kajora Colliery was justified in terminating the services of Shri Harbans Singh? If not to what relief is the workman entitled?

(3) Whether the management of Real Kajora Colliery was justified in terminating the service of Shri Sanatan Mondal? If not, to what relief is the workman entitled?

[No. 6/1/64-LR.II.]

S.O. 393.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the 6 and 7 Pits Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jaulgora (District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the dismissal from service of Shri Arjun Mandal, Miner, by the management of 6 and 7 Pits Jamadoba Colliery with effect from the 20th July, 1962, was justified?

2. If not, to what relief is the workman entitled?

[No. 2/88/63-LR.II.]

S.O. 394.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhanora Miners' Hostel, Bhanora Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Messrs Equitable Coal Company Limited, was justified in dismissing Shri Rabhey Ali of Bhanora Colliery from service; and if not, to what relief is he entitled?

[No. 6/41/63-LR.II.]

S.O. 395.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Messrs Motiram Roshanlal Coal Company, Kirkend Colliery, Post Office Kusunda (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Kirkend Colliery was justified in refusing to provide work from 23rd October, 1963 to Shri Ramchandra Mahato, underground trammer? If not to what relief is the workman entitled?

[No. 2/3/64-LR.II.]

S.O. 396.—Whereas, the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Nowrozabad Colliery, Post Office Nowrozabad (District Shahdol, Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the payment of 50nP. per day per head made to the workmen by the Company for the lead and lift in excess of 150 feet and 25 feet respectively is adequate? If not, what should be the rate of payment to the workmen on this account and from which date.

(2) Whether the extra payment on account of excessive lead and lift should be made to those workmen to whom the management is not allowing it at present? If so to whom all and at what rate?

[No. 5/1/64-LR.II.]

S.O. 397.—Whereas, the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Khas Badina Colliery, Post Office Nirshachatti of Messrs Central India Coalfield Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the stoppage of work of Shri Bijai Singh, Picking Mazdoor of Khas Badina Colliery, with effect from 11th February, 1963, was brought about by the worker himself or by the management?

If it was by the management, whether it was justified?

3. If it was not justified to what relief is the workman entitled?

[No. 2/62/63-LR.II.]

A. L. HANDA, Under Secy.

New Delhi, the 23rd January 1964

S.O. 398.—PWA/14(3)/Mines/Am.64.—In exercise of the powers conferred by sub-section (3) of section 14, read with section 24, of the Payment of Wages Act,

1936 (4 of 1936), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 3263 PWA/14/Mines/62, dated the 19th October, 1962, namely:—

In the said notification,—

(i) For item II, the following item shall be substituted, namely:

1. Regional Labour Commissioner (Central), Bombay.
2. Conciliation Officer (Central), Bombay-I.
3. Conciliation Officer (Central), Bombay-II.
4. Conciliation Officer (Verification), Bombay.
5. Conciliation Officer (Central), Nagpur.
6. Conciliation Officer (Central), Vasco-de-gama.
7. Labour Inspectors (Central), in Bombay Region with headquarters at:—

- (i) Bombay-I
- (ii) Bombay-II
- (iii) Bombay-III
- (iv) Poona.
- (v) Ahmedabad.
- (vi) Bhusawal.
- (vii) Rajkot.
- (viii) Nagpur-I
- (ix) Nagpur-II
- (x) Bombay (Prosecution)
- (xi) Bombay (Verification)
- (xii) Ahmedabad (Verification)
- (xiii) Baroda.
- (xiv) Bicholim.
- (xv) Sanvordem.

The States of
Gujarat and
Maha ashtra
and the Union
Territory of
Goa, Daman
and Diu.

8. Junior Labour Inspector (Central), Chanda."

(ii) In item v, in entry 4, against serial No. (xi) for the word "Chirimiri" the word "Manendragarh" shall be substituted.

[No. Fac. 535(13)/62.]

VIDYA PARKASH, Dy. Secy.

New Delhi, the 23rd January 1964

S.O. 399.—In exercise of the powers conferred by sub-sections (3) and (4) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri A. L. Dias, Chairman, Bombay Port Trust as Chairman and a Member of the Bombay Dock Labour Board, *vice* Sri E. H. Simoes, and makes the following amendment in the notification of the Government of India, in the Ministry of Labour and Employment No. 603, dated the 23rd February, 1963, namely:—

In the said notification, against item (1), for the words and letters "Shri E. N. Simoes, General Manager, Bombay Port Trust", the words and letters "Shri A. L. Dias, Chairman, Bombay Port Trust" shall be substituted.

[No. 519/43/63-Fac.]

K. D. HAJELA, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 24th January 1964

S.O. 400.—In exercise of the powers conferred by section 12 and 33 of the Drugs Act, 1940 (23 of 1940), the Central Government hereby makes the following further amendments in the Drugs Rules, 1945, the same having been previously published as required by the said section.

These rules may be called the Drugs (First amendment) Rules, 1964.

2. In the Drugs Rules, 1945,

(i) for rule 126, the following rule shall be substituted namely:—

"126.—Standards for substances intended to be used for the destruction of vermin or insects which cause disease in human beings or animals.

Insecticides.—The standards for substances intended to be used for the destruction of vermin or insects which cause disease in human beings or animals, commonly known as insecticides, shall be the standards for identity, purity or strength laid down in the prescribed Pharmacopoeia or the formula or list of ingredients displayed in the prescribed manner on the label on the container.

Disinfectants.—The standards for disinfectants shall be such as are laid down in Schedule O".

(ii) in schedule K, for entry 12, the following entry shall be substituted, namely:—

<p>"12. Substances intended to be used for destruction of vermin or insects which cause disease in human beings or animals, viz. insecticides and Disinfectants.</p>	<p>The provision of Chapter IV of the Act and the Rules thereunder which require them to be covered by a sale licence".</p>
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(iii) after Schedule N, the following Schedule shall be inserted, namely:—

"SCHEDULE O

(See Rule 126)

A. Provisions applicable to Black Disinfectants Fluid (Emulsifying).

Black Disinfectants Fluid (Emulsifying) is a homogeneous solution prepared from coal tar acid fractions with the aid of a suitable emulsifier. It shall contain not less than 40 per cent w/w of Coal Tar Acids, Phenolic compounds, and Coal Tar Oils and shall have a Phenol-coefficient of not less than 18 (Grade I) 10 (Grade 2), or 5 (Grade 3). It shall not contain quaternary ammonium compounds, mercury salts, Kerosene or other non-phenolic distillates.

Stability after dilution.

Preparation of artificial hard water.—40 ml. of N/1 Hydrochloric Acid is neutralised with a slight excess of calcium carbonate and filtered. The filtrate is diluted to 1000 ml. with distilled water. 10 parts of this solution is further diluted to 100 parts with distilled water.

Procedure.—To 475 ml. and 495 ml. respectively of the artificial hard water contained in each of two 500 ml. stopper measuring cylinders at a temperature between 15°C and 45°C 25 ml. and 5 ml. respectively of the sample are added and emulsified by inverting and righting the cylinders 30 times. The cylinders are maintained at a temperature between 15°C and 45°C for 6 hours, and examined by reflected light. Not more than a trace of separation shall occur at top and bottom.

Assay for Coal Tar Acids, Coal Tar Oils and Phenolic Compounds.

For Black Disinfectant Fluids.—10 g. of the sample accurately weighed is shaken with 5 ml. of saturated solution of sodium chloride and transferred to a 250 ml. separating funnel. 50 ml. of solvent ether, pre-cooled to 15°–20°C, is added, the mixture shaken vigorously and allowed to stand. 3–4 ml. of Ethyl Alcohol may, if necessary, be added to hasten separation into two layers. The aqueous layer is run off into a second separating funnel (150 ml.) and extracted with 2 more portions of 20 ml. each of solvent ether. The ether extracts are collected together and washed twice with 25 ml. of distilled water each time and the aqueous portions are rejected. The ether extract is finally collected into a tared 250 ml. wide mouthed flask or beaker (containing a few glass beads) through a layer of anhydrous sodium sulphate. The separating funnel is washed with about 20 ml. of solvent ether and this is collected into the flask or beaker through the same layer of anhydrous sodium sulphate. The ether is distilled off and the residue dried to constant weight on a steam bath. From the weight of the residue, the percentage of coal tar acids and oils is calculated.

Assay for Phenol Co-efficient.—All apparatus used in the test must be scrupulously clean and sterile immediately before use.

Special Apparatus Inoculating loop.—4 mm. in internal diameter formed at the end of a length of 28 S.W.G. (0.376 mm.) wire of platinum or platinum iridium alloy measuring 38 mm. from the loop to the holder. The loop is bent at such an angle as will facilitate its removal vertically from the surface of the liquid.

Incubator.—Maintained at 37°C + 1°C.

Constant temperature water bath.—17°C and 18°C.

Dropping Pipette.—To deliver 0.2 ml. in about 5 drops.

Both tubes.—12.5×2 cm. hard glass test tubes.

Medication tubes.—12.5×2 cm. test tubes.

Culture Medium.—20 g of Lab. Lemeo, 20 g of peptone and 10 g of sodium chloride are dissolved in 1000 ml. of distilled water. The solution is boiled for 30 minutes cooled and made up to 1000 ml. with freshly boiled and cooled distilled water. 25 ml. of this broth is titrated at 30°C with N/10 sodium hydroxide solution, using 0.1 ml. of 0.5 per cent phenolphthalein solution as indicator. By calculation from this titration the bulk of the broth shall be neutralised with N/1 sodium hydroxide solution and brought to boil to precipitate phosphates, and filtered while hot. The broth is adjusted to pH 7.6 by the addition of N/1 Hydrochloric acid, using a comparator with phenol red as the indicator, and sterilized by heating in an autoclave. After cooling, the broth is filtered and distributed in 5 ml. quantities into sterile broth tubes and sterilized in an autoclave at 121°C (15 pounds per square inch) for 10 minutes. The final reaction of the broth is between pH 7.3 and 7.5.

Culture.—Cultures of *Salmonella Typhi* (786) *Bacterium Typhosum* which shall be used. This culture shall be maintained in the laboratory, by weekly subculture on a nutrient Agar Slope (made by dissolving 2.5 per cent agar in the broth prepared as above) incubating the slope for the first 24 hours at 37°C and then keeping it cool, preferably below 22°C. A little of growth from a stock agar slope culture is transferred to a 5 ml. broth tube and incubated at 37°C for 24 hours. For subsequent generations a standard loopful of the culture is transferred to a fresh broth tube and incubated at 37°C before. Only cultures which have been grown for 24 hours at 37°C as before and only those between the third and fourteenth generation shall be used.

Standard Phenol.—A 5 per cent w/v solution in sterile distilled water of chemically pure phenol having a crystallising point of not less than 40.5°C is prepared. Test dilutions are prepared from this stock solution containing 1 g of phenol in each 5, 10, 105, 110 and 115 ml. of solution. These dilutions shall be used within a week of preparation.

Test Solution of Disinfectant.—The sample is mixed thoroughly, 5 ml. is withdrawn in a capacity pipette and discharged into about 480 ml. of sterile distilled water in a 500 ml. glass-stoppered sterile measuring cylinder, and the pipette rinsed in the clear liquid. The solution is diluted to 500 ml. and mixed thoroughly by a cork screw motion. Serial test dilutions are prepared by making up 5 or 20 ml. amounts of this solution to the appropriate volume with distilled water. The dilutions are made in arithmetical series, spaced in units of 50, i.e., 1 in 100, 1 in 150, 1 in 200 and so on upto 1 in 400, and in units of 100 thereafter.

Procedure.—5 ml. of each of the chosen dilutions of the disinfectant are measured into four sterile medication tubes, and placed in a suitable rack alongside the 24 hours broth culture and fifth tube containing 5 ml. of one of the standard phenol dilutions in a waterbath maintained at 17°C to 18°C. When the content of the tubes and the culture have reached the temperature of the waterbath, 0.2 ml. of the culture is added to the first tube and shaken gently. After 30 seconds the second tube is subcultured and so on until the fifth tube has been inoculated. 30 seconds after the last inoculation, i.e. 2.5 minutes after the first, the first tube is shaken and one standard loopful of the mixture is subcultured in a 5 ml. tube of broth. The procedure is repeated at 30 second intervals until the whole cycle has been repeated four times, that is until each medication tube has been subcultured after 2.5, 5, 7.5 and 10 minutes disinfection time. The broth subculture tubes are incubated at 37°C for not less than 48 hours and not more than 72 hours. The presence or absence of growth in each tube is recorded. If there is any evidence of contamination in any tube, the whole test is to be discarded and repeated.

Calculation of the Phenol Co-efficient.—The Phenol co-efficient is calculated by dividing the dilution of disinfectant, which shows life after 2.5 and 5 minutes, but not after 7.5 and 10 minutes, by that dilution of phenol which shows the same end point. The following is typical test result.

Disinfectant	Dilution	Time culture was exposed to action of disinfectant (in minutes)			
		2½	5	7½	10
A	1 in 1000	—	—	—	—
A	1 in 1100	+	—	—	—
A	1 in 1200	+	+	—	—
A	1 in 1300	+	+	—	—
Control Phenol 1 in 105		+	+	—	—

(+ = Growth — = No growth)

Phenol Co-efficient = $\frac{1200}{105} = 11.4$

NOTE: The reagents and solution employed in the above test shall comply with the specifications laid down in the Indian Pharmacopoeia, unless otherwise specified.

Stability.—Black Disinfectant Fluid (Emulsifying) shall remain stable for at least six months from the date of manufacture.

Storage.—Black Disinfectant Fluid (Emulsifying) shall be stored in mild steel, tinned mild steel or other suitable containers. It shall not be stored in containers made of galvanised iron.

Labelling.—In addition to the labelling provisions under the Drugs Rules label on the container shall state (i) the name of the product, (ii) the name and address of the manufacturer, (iii) grade and Phenol Co-efficient of the product, (iv) the date of manufacture, (v) the date before which the product shall be used, (vi) the quantity present in the container, and (vii) the method of use.

B. Provision Applicable to White Disinfectant Fluid.

White Disinfectant Fluid is a finely dispensed, stabilized comprising coal tar acids and coal tar oils. It shall contain not less than 25 per cent of w/w of Coal Tar acids, Phenolic compounds and Coal Tar oils and shall have phenol co-efficient of not less than 18 (Grade 1), 10 (Grade 2) or 5 (Grade 3).

Stability after dilution.

Preparation of artificial sea water.—27.0 g of sodium chloride and 5.0 g of magnesium sulphate are dissolved in sufficient water to produce 1000 ml. The solution is filtered before use.

Procedure.—To 475 and 495 ml. respectively of the artificial sea water contained in each of two 500 ml. stoppered measuring cylinders and a temperature between 15°C and 45°C, 25 and 5 ml. respectively of the sample is added and emulsified by inverting and righting the cylinders 30 times. The emulsion is maintained at a temperature between 15°C and 45°C for 6 hours and examined by reflected light. Not more than a trace of separation shall occur at top and bottom.

Assay for Coal Tar Acids, Phenolic Compounds and Coal Tar Oils.

Determined by the method given under 'Black Disinfectant Fluids (Emulsifying)' subject to the modification that 10 g of the sample is shaken with 5 ml. of 1:1 sulphuric acid before the addition of ether.

Stability.—White Disinfectant Fluid shall remain stable for at least 3 months from the date of manufacture.

Storage.—White Disinfectant Fluid shall be stored in mild steel, tinned mild steel or other suitable containers. It shall not be stored in containers made of a galvanized iron.

Labelling.—In addition to the labelling provisions under the Drugs Rules the label on the container shall state (i) the name of the product, (ii) the name and address of the manufacturer, (iii) grade and Phenol Co-efficient of the product, (iv) the date of manufacture, (v) the date before which the product shall be used, (vi) the quantity present in the container, and (vii) the method of use."

[No. F. 1-20/60-D.]

BASHESHAIR NATH, Under Secy.

New Delhi, the 23rd January 1964

S.O. 401.—In pursuance of clause (d) of section 4 of the All-India Institute of Medical Sciences Act, 1956 (25 of 1956), the Central Government hereby nominates Shri D. J. Madan, Joint Secretary, Ministry of Finance, Government of India, as a member of the All-India Institute of Medical Sciences, New Delhi, *vice* Shri R. P. Padhi and makes the following amendment in the notification of the Government of India, in the Ministry of Health No. F.5(iv)-22/61-HII, dated the 26th May, 1962.

In the said notification the following entry shall be substituted, namely:—

"7. Shri D. J. Madan, Joint Secretary, Ministry of Finance, Government of India."

[No. F.10-1/64-ME.]

P. JOHARI, Dy. Secy.

ORDERS

New Delhi, the 21st January 1964

S.O. 402.—Whereas the Government of India in Ministry of Health has, by notification No. F. 17-2/60-MI, dated the 22nd/25th April, 1960 made, in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D." granted by the University of Colorado, U.S.A. for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Waldon V. Kurtz, M.D., who possesses the said qualification, continues to work in the Wesleyan Methodist Mission in India, Pardi, Distt. Surat, Gujarat, to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Waldon V. Kurtz shall be limited.

[No. F. 32-37/63-MPT.]

S.O. 403.—Whereas the Government of India in the Ministry of Health has, by notification No. F 5-14/58-MI. dated the 25th March, 1960, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D." granted by the Universite, Catholique de Louvain, Belgium for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this Order or so long as Dr. Mikolajczak Olivette, M.D., who possesses the said qualification, continues to work in the Pushpagiri Hospital, Thiruvalla, Kerala State, to which she is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Mikolajczak Olivette, M.D., shall be limited.

[No. F. 32-35/63-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF INTERNATIONAL TRADE

ORDER

EXPORT TRADE CONTROL

New Delhi, the 1st February 1964

S.O. 404.—In exercise of the powers conferred by Section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947), the Central Government hereby makes the following further amendment to the Exports (Control) Order, 1962, namely:—

In Part A of Schedule I to the said Order, after item 17, the following item shall be added:—

"18. Hand-spun silk yarn."

[No. E(C)O, 1962/AM(42).]

MELA RAM BHARADWAJ, Under Secy.

(Office of the Deputy Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 27th December 1963

S.O. 405.—Whereas M/s. C. Lal & Co., Ghee Walon ka Rasta, Johri Bazar, Jaipur or any Bank or any other person have not come forward furnishing sufficient cause, against Notice No. DCCI/I(CLA)/43/61/8913, dated 18th November, 1963 proposing to cancel Licence No. E 385227/60/EI/CCI/D, dated 18th March, 1961 for import of Motor Vehicle Parts for Rs. 1482/- granted to said M/s. C. Lal & Co., Ghee Walon Ka Rasta, Johri Bazar, Jaipur, by the Dy. Chief Controller of Imports and Exports (Central Licensing Area) Janpath Barracks 'B', New Delhi, Government of India in the Ministry of International Trade in exercise of the powers conferred by the clause 9 of the Import (Control) Order 1955, hereby cancel the said licence No. E 385227/60/EI/CCI/D, dated 18th March, 1961 issued to M/s. C. Lal and Co., Ghee Walon Ka Rasta, Johri Bazar, Jaipur.

[No. DCCI/I(CLA)/43/61/225.]

RAM MURTI SHARMA,

Dy. Chief Controller of Imports & Exports.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 22nd January 1964

S.O. 406.—In pursuance of clauses (i) and (k) of rule 4 of the General Grading and Marking Rules, 1937, and in supersession of the notification of the Government of India, in the late Department of Education, Health and Lands No. F. 20-13/41-A dated the 6th November and 26th November, 1941 the Central Government hereby fixes the charges for Agmark Labels to be affixed to packages of wheat at Re. 0.05 nP. (Naye Paisa Five only) per quintal with effect from 1st of March, 1964.

[No. F. 17-4/63-A.M.(I).]

S.O. 407.—In pursuance of clauses (i) and (k) of rule 4 of the General Grading and Marking Rules, 1937, and in supersession of the notification of the Government of India, in the Ministry of Food and Agriculture No. F. 14-95 55 AM dated 31st May, 1956 as subsequently amended, the Central Government hereby fixes the charge for Agmark Labels to be affixed to packages of rice at Re. 0.05 nP. (Naye Paisa Five only) per quintal with effect from 1st of March, 1964.

[No. F. 17-4/63-AM(II).]

New Delhi, the 25th January 1964

S.O. 408.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said Section, namely:—

1. **Short title and application.**—(1) These rules may be called the Table Potatoes for Export (Grading and Marking) Rules, 1964.

(2) They shall apply to Table Potatoes (*Solanum Tuberosum*) produced in India and meant for export.

2. **Definitions.**—In these rules:—

(a) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India.

(b) "Schedule" means a Schedule appended to these rules.

3. **Grade Designation.**—Grade designations to indicate the quality of Table Potatoes produced in India shall be as set out in column 1 of Schedules II to V.

4. **Definition of Quality.**—The quality indicated by the respective grade designations shall be as set out against each grade designation in columns 2 to 7 of Schedules II to V.

5. **Grade Designation Mark.**—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (Consisting of an outline map of India with the word "AGMARK" and the figures of the rising sun, with the words "Produce of India" and 'म. त. उ. उत्पाद' resembling the one set out in Schedule I.

6. **Method of Marking.**—(1) The grade designation mark label shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser and shall clearly show the following particulars:—

(a) Grade designation with the words "Table Potato for export";

(b) Variety or trade name;

(c) Net weight;

(d) Date of packing.

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container, in a manner approved by the said officer, provided that the private trade mark does not represent quality or grade of Table Potatoes different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. **Method of Packing.**—(1) Only sound, clean and dry containers made of jute shall be used for packing. They shall be free from any insect infestation or fungus contamination and also be free from any undesirable smell.

(2) The containers shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

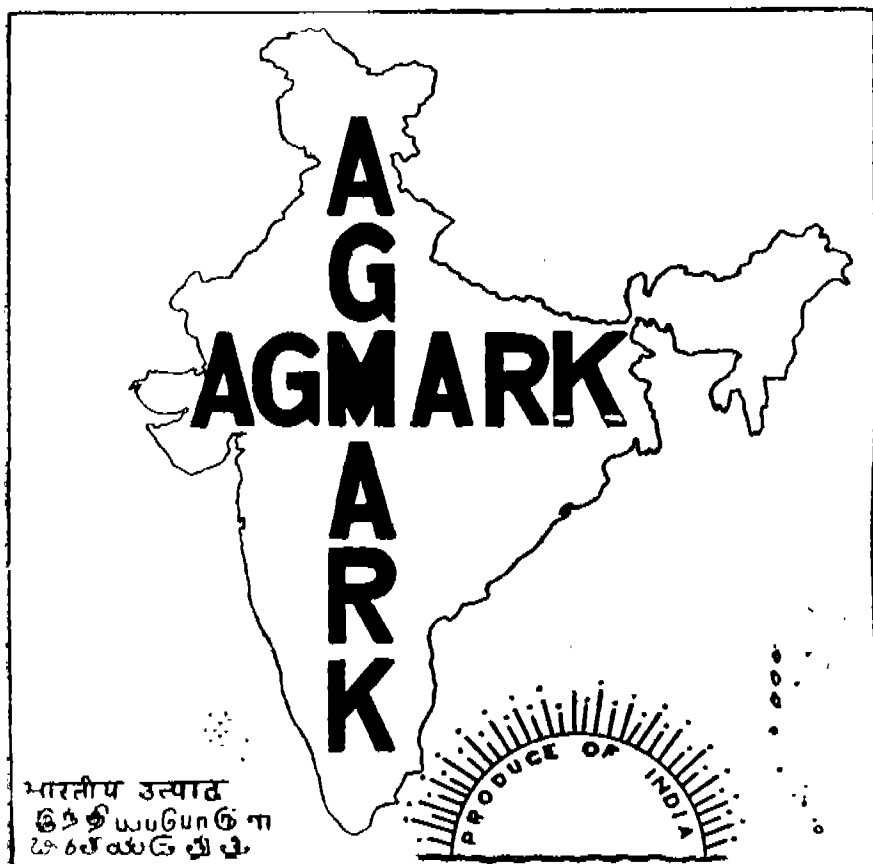
(3) Each package shall contain Table Potatoes of one trade description and grade designation only.

8. **Special conditions of Certificate of Authorisation.**—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser:—

- (a) An authorised packer shall make such arrangements for testing table potatoes as may be prescribed by the Agricultural Marketing Adviser;
- (b) An authorised packer shall provide all facilities as may be necessary for sampling, testing, etc. to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf.

SCHEDULE I
(See rule 5)

The grade designation mark for table potatoes shall consist of the following design in conjunction with a grade designation.



NOTE.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

The labels will be of the following colour:

Extra Special
Special
General

White
Red
Blue

SCHEDULE II

(See rules 3 and 4)

Grade designations and definition of quality of Table Potatoes of Mettupalayam variety (Oval or long or round or mixed)*

Grade designation	General	Definition of quality				
		Applicable to single tuber's size (min. dia. in mm.)	Conformity to variety etc.**	Applicable to quantities		
				Undersize or over-size	Disease, damage, etc.	Earth and extraneous matter.
1	2	3	4	5	6	7
Extra Special	Reasonably clean, healthy potatoes, free from serious defect and suitable for human consumption.	46@	At least 95% by weight must conform to the variety.	Not more than 3 % of the total weight may pass through sieve having circular holes with a diameter of a minimum size specified (in col. 3) for the grade.	Not more than 2% of the total weight may consist of diseased, damaged and sprouted potatoes.	Not more than 2% may be present, the percentage to be calculated on the net weight of screened potatoes.
Special	Do.	35	Do.	Do.	Do.	Do.
General	Do.	25	Do.	Do.	Do.	Do.

*The word "Oval or Long or Round or Mixed" shall be marked, following the trade description, on the AGMARK label, by means of rubber stamp.

**Column 4 relating to conformation to variety will not apply to mixed lots.

@In case when the potatoes have been passed over a riddle of greater mesh than 46 mm. the minimum size may, at the seller's discretion, be appended to the grade name e.g., "Extra Special" (51 mm., 57 mm., 64. mm etc.) but potatoes which exceed 89 mm., in their smallest diameter shall be excluded from grading.

1. Any disease or defect, the presence of which may be established by cutting open the potato, shall be taken into account, and potatoes having cuts, worm and slug holes penetrating into the flesh, shall be regarded as damaged.
2. Potatoes affected by greenness, superficial disease or damage shall not be regarded as diseased or damaged unless more than 1/5 of the surface is so affected.
3. A potato shall only be regarded as being obviously affected with the soft rot, if at the time of inspection, it is squashy or the surface is at some part distinctly broken or not wet owing to disease

SCHEDULE III

(See rules 3 and 4)

Grade designations and definition of quality of Katta or Farukhabad Table Potatoes (round)*

Grade designation	General	Definition of quality				
		Applicable to single tuber's size (min. dia. in m.m.)	Conformity to variety etc.	Applicable to quantities		
				Under size or over-size	Tolerances Disease, damage, etc.	Earth and extraneous matter
1	2	3	4	5	6	7
Extra Special	Reasonably clean healthy potatoes, free from serious defect and suitable for human consumption.	25@	At least 95% by weight must conform to the variety.	Not more than 3% of the total weight may pass through sieve having circular holes with a diameter of the minimum size specified (in col. 3) for the grade.	Not more than 2% of the total weight may consist of diseased, damaged or sprouted potatoes.	Not more than 2% may be present, the percentage to be calculated on the net weight of screened potatoes.
Special	Do.	20	Do.	Do.	Do.	Do.

*The word "Round" shall be marked, following the trade description, on the AGMARK label, by means of a rubber stamp.

@When the potatoes have been passed over a riddle of greater mesh than 25 mm., the minimum size may, at the seller's discretion be appended to the grade name, e.g., "Extra Special" (51 mm; 57 mm; 64 mm. etc.) but potatoes which exceed 89 mm. in their smallest diameter shall be excluded from grading.

1. Any disease or defect, the presence of which may be established by cutting open the potato, shall be taken into account and potatoes having cuts, worm and slug holes penetrating into the flesh shall be regarded as damaged.
2. Potatoes affected by greenness, superficial disease or damage shall not be regarded as diseased or damaged unless more than 1/5 of the surface is so affected.
3. A potato shall only be regarded as being obviously affected with the soft rot, if at the time of inspection, it is squashy or the surface is at some part distinctly broken or wet owing to disease.

SCHEDULE IV

(See rules 3 and 4)

Grade designations and definition of quality of Table Potatoes (Oval or long) of varieties other than Mettupalayam Potatoes*

Grade designation	General	Definition of quality				
		Applicable to single tuber's size (min. dia. in mm.)	Conformity to variety etc.	Tolerances		
				Under-size or over-size	Disease, damage, etc.	Earth and extraneous matter
1	2	3	4	5	6	7
Extra Special	Reasonably clean, healthy potatoes, free from serious defect and suitable for human consumption.	40@	At least 95% by weight must conform to the variety.	Not more than 3% of the total weight may pass through sieve having circular holes with a diameter of a minimum size specified (in col. 3) for the grade.	Not more than 2% of the total weight may consist of diseased, damaged, or sprouted potatoes.	Not more than 2% may be present, the percentage to be calculated on the net weight of screened potatoes.
Special	Do.	30	Do.	Do.	Do.	Do.
General	Do.	20	Do.	Do.	Do.	Do.

*The word "Oval or long" shall be marked, following the trade description, on the AGMARK label, by means of rubber stamp.

@When the potatoes have been passed over a riddle of greater mesh than 40 mm. the minimum size may, at the seller's discretion, be appended to the grade name, e.g., "Extra Special" (51 mm. 57 mm. 64 mm., etc.) but potatoes which exceed 89 mm., in their smallest diameter shall be excluded from grading.

1. Any disease or defect, the presence of which may be established by cutting open the potato, shall be taken into account and potatoes having cuts, worm and slug holes penetrating into the flesh shall be regarded as damaged.
2. Potatoes affected by greenness, superficial disease or damage shall not be regarded as diseased or damaged unless more than 1/5 of the surface is so affected.
3. A potato shall only be regarded as being obviously affected with the soft rot, if at the time of inspection, it is squashy or the surface is at some part distinctly broken or wet owing to disease.

SCHEDULE V

(See rule 3 and 4)

Grade designations and definition of quality of Table Potatoes (round) other than Mettapalayam and Karoa or Farukhabad Potatoes*

Grade designation	General	Definition of quality				
		Applicable to single tuber's size (min. dia. in mm.)	Conformity to variety etc.	Applicable to quantities		
				Tolerances		
				Under-size or over-size	Disease, damage, etc.	Earth and extraneous matter
1	2	3	4	5	6	7
Extra Special	Reasonably clean, healthy potatoes, free from serious defect and suitable for human consumption.	45@	At least 95% by weight must conform to the variety.	Not more than 3% of the total weight may pass through sieve having circular holes with a dia. of the minimum size specified (in col. 3) for the grade.	Not more than 2% of the total weight may consist of diseased, damaged and sprouted potatoes.	Not more than 2% may be present, the percentage to be calculated on the net weight of screened potatoes.
Special	Do.	32	Do.	Do.	Do.	Do.

*The word "Round" shall be marked, following the trade description, on the AGMARK label, by means of a rubber stamp.

@When the potatoes have been passed over a riddle of greater mesh than 45 mm. the minimum size may, at the seller's discretion be appended to the grade name, e.g., "Extra Special" (51 mm., 57 mm., 64 mm., etc.) but potatoes which exceed 89 mm., in their smallest diameter shall be excluded from grading.

1. Any disease or defect, the presence of which may be established by cutting open the potato, shall be taken into account and potatoes having cuts worm and slug holes penetrating into the flesh shall be regarded as damaged.
2. Potatoes affected by greenness, superficial disease or damage shall not be regarded as diseased or damaged unless more than $\frac{1}{5}$ of the surface is so affected.
3. A potato shall only be regarded as being obviously affected with the soft rot, if at the time of inspection, it is squashy or the surface is at some part distinctly broken or wet owing to disease.

[No. F. 17-17/63-AM.]

New Delhi, the 25th January 1964

S.O. 409.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Vegetable Oils Grading and Marking (Amendment) Rules, 1964.

2. In the Vegetable Oils Grading and Marking Rules, 1955—

(1) after rule 3 the following proviso shall be inserted, namely:—

“Provided that for purposes of export against a firm demand of a foreign buyer—

(i) of any oil for which definitions of quality have not been mentioned in any of the said Schedules; or

(ii) of any oil for which definitions of quality have been mentioned in the said Schedules, but those definitions do not satisfy the specifications of the buyer, the Agricultural Marketing Adviser to the Government of India may permit such oil to be designated as ‘X’ grade subject to such conditions as may be laid down by him from time to time”;

(2) for rule 5, the following rule shall be substituted, namely:—

“5. Grade designation mark.—(1) The grade designation mark, shall consist of a label bearing a design (consisting of an outline map of India with the word AGMARK and the figure of rising sun with the words “Produce of India”) resembling the one set out in Schedule I.

NOTE.—Each label shall have printed thereon a serial number along with a letter or letters denoting the series e.g. A004378.

(2) The grade designation mark in the form of round label or lid shall conform to the design set out in Schedule II(a) and colour scheme given in Schedule II(d) and the name of the oil and its grade designation shall be specified on each label or lid.

(3) The grade designation mark in the form of square label shall conform to the design set out in Schedule II(b) and colour scheme given in Schedule II(d) and the name of the oil and its grade designation shall be specified on each label.

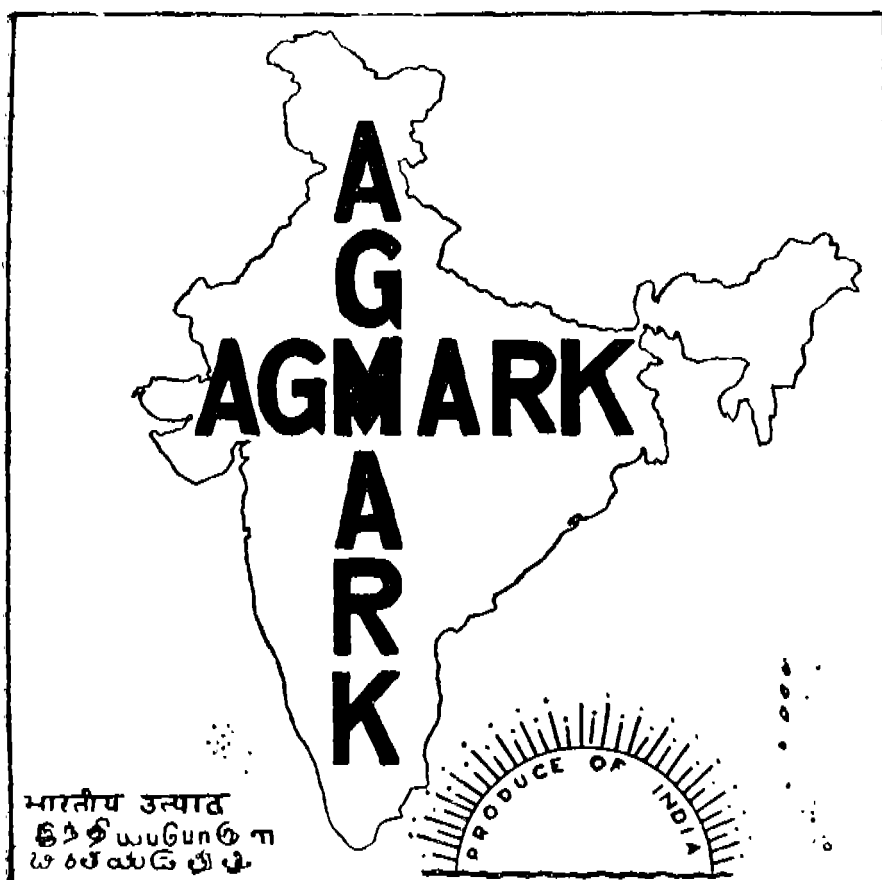
(4) The grade designation mark in the form of rectangular tie-on label shall conform to the design set out in Schedule II(c) and colour scheme given in Schedule II(d) and the name of the oil and its grade designation shall be specified on each label.”;

(3) for Schedule I, the following Schedule shall be inserted, namely:—

"SCHEDULE I

Grade designation mark for vegetable oils

[See rule 5(1)]



(4) for Schedules II(a), II(b) and II(c), the following Schedules shall be substituted, namely:—

"SCHEDULE II(a)

Design of paste-on round label or lid

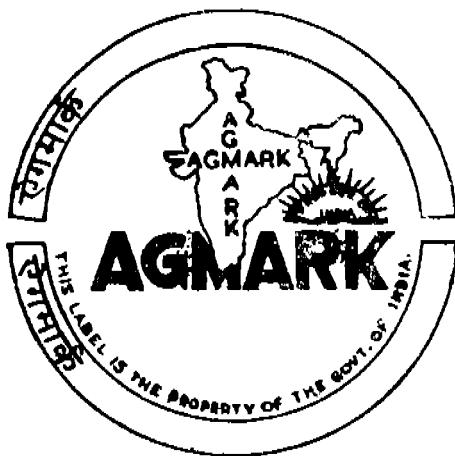
[See rule 5(2)]



SCHEDULE II(b)

Design of paste—on square label


[See rule 5(3)]



SCHEDULE II(c)

Design of rectangular tie—on label

[See rule 5(4)]

SL. NO.	AGMARK
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">TANK FILLING NUMBER _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">DATE OF PACKING _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">NAME OF PACKER _____</div>
THIS LABEL IS THE PROPERTY OF THE GOVERNMENT OF INDIA.	

SCHEDULE II(d)

Colour Scheme

[See rule 5(2 to 4)]

Type of oil and grade designations	Colour of design, lettering and border of the label	
(i) Mustard Oil		
Grade 1 (Edible)	..	Red
Grade 2 (Edible)	..	Blue
(ii) Groundnut Oil		
Refined	..	Mauve
Special Grade	..	Red
Standard Grade	..	Blue
Ordinary Grade	..	Black
Industrial Grade	..	Yellow
(iii) Sesame (Til or Gingelly) Oil		
Grade 1 (Edible)	..	Red
Grade 2 (Edible)	..	Blue
(iv) Coconut Oil		
Refined (Edible)	..	Mauve
Grade I (Edible)	..	Red
Grade II (Edible)	..	Blue
Grade III (Industrial)	..	Yellow
(v) Linseed Oil		
Alkali Refined (Edible)	..	Mauve
Raw	..	Black
(vi) Castor Oil		
Medicinal	..	Mauve
Firsts (Special)	..	Red
Firsts	..	Blue
Commercial	..	Yellow
(vii) Nigerseed Oil		
Grade I (Edible)	..	Red
(viii) Safflower Oil		
Refined (Edible)	..	Mauve
Grade I (Edible)	..	Red
(ix) Cottonseed Oil		
Refined (Edible)	..	Red
Washed (Edible)	..	Blue
(x) All Vegetable Oils 'X' Grade	..	Black

(5) for Schedule V, the following Schedule shall be substituted, namely:—

“SCHEDULE V

Agmark grade designations and definitions of quality for groundnut oil

(See rules 3 and 4)

Grade Designation	Description	Colour on Lovibond scale in 1" cell (2.5 cm) expressed as Y+5R (Not deeper than)	Specific gravity at 30°/30°C	Refractive index at 40°C	Saponification value	Iodine value (Wij's method)	Unsat-onifiable matter (not more than)%	Acid value (not more than)	Moisture and impurities (not exceeding percent by weight).	Bellier's Turbidity Test in C
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Refined	Groundnut oil shall be the oil obtained by a process of expressing clean and sound groundnut (<i>Arachis hypogaea</i>) only. It shall be clear and free from rancidity and from admixture with any other oil or substance and from suspended matter or sediment. The refining of the oil shall be done by neutralisation with alkali, bleaching with adsorbant earths and/or activated carbon and deodorisation with steam. No other chemical agents shall be used. The filtered sample of the oil shall be free from turbidity after keeping at 30°C for 14 hours.	3*	0.909 to 0.913	1.4620 to 1.4640	188 to 195	87 to 98	0.8	0.3	0.1	39—41

Special Grade	Groundnut oil shall be the oil obtained by a process of expressing clean and sound groundnut (<i>Arachis hypogaea</i>) only. It shall be clear and free from admixture with any other oil or substance and from suspended matter or sediment. It shall be free from rancidity.	15	0.909 to 0.913	1.4620 to 1.4640	188 to 195	87 to 98	1.0	2.0	0.25	39—41
Standard Grade	Do.	20	0.909 to 0.913	1.4620 to 1.4640	188 to 195	87 to 98	1.0	4.0	0.5	39—41
Ordinary Grade	Do.	22.5	0.909 to 0.913	1.4620 to 1.4640	188 to 195	87 to 98	1.0	6.0	1.0	39—41
Industrial Grade	Groundnut oil shall be the oil obtained by a process of expressing clean and sound groundnut (<i>Arachis hypogaea</i>) only. It shall be clear and free from admixture with any other oil or substance and from suspended matter or sediment.		0.909 to 0.913	1.4620 to 1.4640	188 to 195	87 to 98	1.0	10.0	1.0	39—41

*Not applicable in case of "salad oil".

(6) for Schedule XI, the following Schedule shall be substituted, namely:—

“SCHEDULE XI

Agmark grade designations and definitions of quality for Safflower Oil

(See rules 3 and 4)

Grade Designation	Description	Colour on Lovibound scale in 1/4" cell expressed as Y+5R (not deeper than)	Specific gravity at 30°C/30°C	Refractive index at 40°C	Saponification value	Iodine value (Wij's method)	Unsaponifiable matter (not more than)%	Acid value (not more than)	Moisture and impurities (not exceeding percent by weight)	Bellier's Turbidity test (not more than)
I	2	3	4	5	6	7	8	9	10	11
Refined (Edible)	Safflower oil shall be the oil obtained by a process of expressing clean and sound seeds of safflower (<i>Carthamus tinctorius</i>) only. It shall be clear and free from rancidity and from admixture with any other oil or substance and from suspended matter or sediment. The refining of the oil shall be done by neutralisation with alkali, bleaching with adsorbant earths and/or activated carbon and deodorisation with steam. No other chemical agents shall be used. The filtered sample of the oil shall be free from turbidity after keeping at 30°C for 24 hours.	2.0*	0.915 to 0.920	1.4675 to 1.4690	189 to 195	138 to 146	1.0	0.3	0.1	16°C

Grade I (Edible)	Safflower oil shall be the oil obtained by a process of expressing clean and sound seeds of safflower (<i>Carthamus tinctorius</i>) only. It shall be free from admixture with any other oil or substance and from suspended matter or sediment. It shall also be free from rancidity.	15.0	0.915 to 0.920	1.4675 to 1.4690	189 to 195	138 to 146	1.0	5.0	..	16°C
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*Not applicable in case of "slad oil".

[No. F. 17-14/63-A.M.]

V. S. NIGAM, Under Secy.

(Department of Agriculture)
(Indian Council of Agricultural Research)

New Delhi, the 22nd January 1964

S.O. 410.—In exercise of the powers conferred by sub-section 4(vii) of Section 4 of the Indian Lac Cess Act, 1930 (24 of 1930), as amended from time to time, the Central Government is pleased to nominate the following persons on the Governing Body of the Indian Lac Cess Committee to represent the cultivators of lac in Madhya Pradesh upto 31st March, 1966:—

- (1) Chief Conservator of Forests, Madhya Pradesh, Rewa.
- (2) Shri Ravindranath Bhargava, Ex-M.L.A. Pleader, Garhiward Seoni, Distt. Seoni, Madhya Pradesh.
- (3) Shri Dharampal Singh Gupta, Cultivator, Banlapara, Durg, Distt. Durg, Madhya Pradesh.

[No. 3-37/63 Com.IV.]

N. K. DUTTA, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 22nd January 1964

S.O. 411.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Smt. Saraswati Gulrajani after consultation with the Central Board of Film Censors as member of the Advisory Panel of the said Board at Bombay with effect from 16th January, 1964.

[No. 11/2/62-FC.]

New Delhi, the 25th January 1964

S.O. 412.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shri N. A. Nadvi, after consultation with the Central Board of Film Censors, as member of the Advisory Panel of the said Board at Bombay with effect from 16th January, 1964.

[No. 11/2/62-FC.]

S.O. 413.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons as members of the Advisory Panel of the said Board at Bombay with immediate effect:

- (1) Smt. Maniben Desai.
- (2) Shri S. R. Damani.

[No. 11/2/62-FC.]

S. PADMANABHAN, Under Secy.

MINISTRY OF INDUSTRY
(Indian Standards Institution)

New Delhi, the 21st January 1964

S.O. 414—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that seven licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Serial No.	Licence No. and Date	Period of Validity		Name and Address of the licensee	Article(s) covered by the licence	Relevant Indian Standard(s)
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-250 26-12-1960.	1-1-64	31-12-65	M/s. Krishnaveni Ink Factory, 292, Tiruvottiyur High Road, Madras-21.	Ferro-Gallo Tannate Fountain Pen Ink (0.1 per cent Iron Content).	IS:220-1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 per cent Iron Content) (<i>Revised</i>).
2	CM/L-251 26-12-1960.	1-1-64	31-12-65	M/s. Krishnaveni Ink Factory, 292, Tiruvottiyur High Road, Madras-21.	Dye-Based Fountain Pen Inks, Blue, Green, Violet, Red and Black.	IS:1221-1957 Specification for Dye Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).
3	CM/L-391 20-3-1962.	2-4-63	1-4-64	M/s. Hindustan Steel Limited, Durgapur Steel, Project, P.O. Durgapur-3, Dt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Structural Steel (Standard Quality).	IS:226-1962 Specification for Structural Steel (Standard Quality) (<i>Third Revision</i>).
4	CM/L-392 20-3-1962.	2-4-63	1-4-64	M/s. Hindustan Steel Limited, Durgapur Steel, Project, P.O. Durgapur-3, Dt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Mild Steel and Medium Tensile Steel Bars for Concrete Reinforcement.	IS:432-1960 Specification for Mild Steel and Medium Tensile Steel Bars and Hard Drawn Steel Wire for Concrete Reinforcement (<i>Revised</i>).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
5	CM/L-393 20-3-1962.	2-4-63	1-4-64	M/s. Hindustan Steel Limited, High Tensile Structural Steel Durgapur Steel Project P.O. Durgapur-3, Dt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	IS:961-1957	Specification for High Tensile Structural Steel
6	CM/L-394 20-3-1962.	2-4-63	1-4-64	M/s. Hindustan Steel Limited, Rivet Bars for Structural Purposes. Durgapur Steel Project, P.O. Durgapur-3, Dt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	IS:1148-1957	Specification for Rivet Bars for Structural Purposes.
7	CM/L-395 20-3-1962.	2-4-63	1-4-64	M/s. Hindustan Steel Limited, High Tensile Rivet Bars for Structural Purposes. Durgapur Steel Project, P.O. Durgapur-3, Dt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	IS:1149-1957	Specification for High Tensile Rivet Bars for Structural Purposes.

[No. MD/124/66.]

New Delhi, the 22nd January 1964

S.O. 415.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 13 January to 21 January, 1964.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1.	IS : 32-1963 Code for Seaworthy Packaging of Woollen and Worsted Cloth and Yarn (<i>Revised.</i>).	IS : 32-1950 Code for Seaworthy Packaging of Woollen Textiles.	This code prescribes the method of packaging woollen and worsted cloth and yarn intended for overseas markets. (Price Rs. 1.50).
2.	IS : 276-1963 Specification for Plain Austenitic Manganese Steel Castings (<i>Revised.</i>).	IS : 276-1951 Specification for Plain Austenitic Manganese Steel Castings.	This standard covers the requirements for plain austenitic manganese steel castings. (Price Rs. 1.50).
3.	IS : 302-1963 General and Safety Requirements for Light Electrical Appliances (<i>Second Revision.</i>).	IS : 302-1960 General and Safety requirements for Light Electrical Appliances (<i>Revised.</i>).	This standard applies to all light electrical appliances, such as electric heating and cooking appliances, motor-operated appliances etc., and the associated accessories and fittings, designed for connection to supplies at voltages not exceeding 250 V, AC single phase 50 c/s or DC (two wire), and operating at ambient temperature between 0°C and 50°C. (Price Rs. 8.50).
4.	IS : 503-1963 Specification for Alloy Austenitic Manganese Steel Castings (<i>Revised.</i>).	IS : 503-1953 Specification for Alloy Austenitic Manganese Steel Castings.	This standard covers the requirements for alloy austenitic manganese steel castings. (Price Rs. 1.50).
5.	IS : 513-1963 Specification for Cold Rolled Carbon Steel Sheets (<i>Revised.</i>).	IS : 513-1954 Specification for Special Qualities of Steel Sheets (<i>Tentative.</i>).	This standard covers the requirements for the following types of steel sheets : O—Ordinary, D—Drawing, DD—Deep drawing, and EDD—Extra deep drawing. (Price Rs. 2.50).
6.	IS : 670-1963 Specification for Serge, Worsted, Dyed (Superior) (<i>Revised.</i>).	IS : 670-1955 Specification for Serge, Worsted, Dyed (Superior).	This standard prescribes constructional details and other particulars of serge, worsted, dyed (superior), (Price Rs. 2.50).
7.	IS : 671-1963 Specification for Serge, Battle Dress (Drab Mixture). (<i>Revised.</i>).	IS : 671-1955 Specification for Serge, Service Dress (Drab Mixture).	This standard prescribes constructional details and other particulars of serge, battle dress (drab mixture). (Price Rs. 2.50).

(1)	(2)	(3)	(4)
8.	IS : 672-1963 Specification for Serge, White, Lining (<i>Revised</i>).	IS : 672-1955 Specification for Serge, White, Lining.	This standard prescribes constructional details and other particulars of serge, white, lining. (Price Rs. 2 00).
9.	IS : 676-1963 Specification for Bunting, Worsted (<i>Revised</i>).	IS : 676-1955 Specification for Bunting, Worsted.	This standard prescribes constructional details and other particulars of bunting, worsted. (Price Rs. 2 00).
10.	IS : 677-1963 Specification for Cloth, Drab Mixture, Woollen (Water Resistant) No. 1 (<i>Revised</i>).	IS : 677-1955 Specification for Cloth, Drab Mixture, Woollen (Water Resistant) No. 1.	This standard prescribes constructional details and other particulars of cloth, drab mixture, woollen (water resistant) No. 1. (Price Rs. 2 50).
11.	IS : 678-1963 Specification for Cloth, Drab Mixture, Woollen (Water Resistant) No. 2 (<i>Revised</i>).	IS : 678-1955 Specification for Cloth, Drab Mixture, Woollen (Water Resistant) No. 2.	This standard prescribes constructional details and other particulars of cloth, drab mixture, woollen (water resistant) No. 2. (Price Rs. 2 00).
12.	IS : 679-1963 Specification for Great Coat Cloth, Woollen (<i>Revised</i>).	IS : 679-1955 Specification for Great Coat Cloth, Woollen.	This standard prescribes constructional details and other particulars of two varieties of great coat cloth, woollen. (Price Rs. 2 00).
13.	IS : 680-1963 Specification for Cloth, Baratheia (<i>Revised</i>).	IS : 680-1955 Specification for Cloth, Baratheia.	This standard prescribes constructional details and other particulars of cloth, baratheia. (Price Rs. 2 50).
14.	IS : 731-1963 Specification for Porcelain Insulators for Overhead Power Lines (3.3 kV and Above) (<i>Revised</i>).	IS:731-1956 General Requirements and Methods of Test for Porcelain Insulators for Overhead Lines with a Nominal Voltage of 1000 Volts and Above (<i>Tentative</i>).	This standard applies to the porcelain insulators of overhead power lines suitable for nominal system voltages of 3.3 kV and above. (Price Rs. 5 50).
15.	IS : 807 (Part I)-1963 Code of Practice for Design, Manufacture, Erection and Testing of Cranes and Hoists Part I Structural Portion.		This part of the code covers structural engineering portion of the design, manufacture, erection and testing of all cranes and hoists, whether riveted or welded. (Price Rs. 7 00).
16.	IS : 961-1962 Specification for Structural Steel (High Tensile) (<i>Revised</i>).	IS : 961-1957 Specification for High Tensile Structural Steel.	This standard covers the requirements for high tensile steel of two grades designated as St. 58-HT and St. 55-HTW for use in structural work. St. 58-HT is intended for use in structures where fabrication is done by methods other than welding. St. 55-HTW is intended for use in structures where welding is employed for fabrication and where guaranteed weldability is required.

(1)	(2)	(3)	(4)
			The steel may also be supplied in copper-bearing quality in which case the two grades shall be designated as St. 58-HTC and St. 55-HTWC (Price Rs. 3.00).
17.	IS : 1019-1963 Specification for Rim Latches (<i>Revised</i>).	IS : 1019-1957 Specification for Rim Latches.	This standard lays down the requirements regarding material, dimensions, manufacture and finish of rim latches for general use. (Price Rs. 3.00)
18.	IS: 1079-1963 Specification for Hot Rolled Carbon Steel Sheet and Strip (<i>Revised</i>).	IS: 1079-1958 Specification for Light Gauge Structural Quality Hot Rolled Carbon Steel Sheet and Strip.	This standard covers the requirements for five grades of hot rolled carbon steel sheet, strip and coiled strip intended for the manufacture of cold formed structural members and for other general engineering purposes. Sheet and strip shall have the following ranges of thicknesses and width: Thickness Below 5 mm Width: Sheet . 600 mm and above Strip . Below 600 mm (Price Rs. 1.50)
19.	IS: 2249-1963 Specification for Adhesives (Liquid) for Leather Beltings.	..	This standard prescribes the requirements and the methods of sampling and test for liquid adhesives used for leather beltings. (Price Rs. 2.50)
20.	IS: 2341-1963 Specification for Large Metric Capacity Calibrating Measures (Non-Tilting Type)	.	This standard covers the requirements of large metric capacity calibrating measures of the stationary and portable types intended for use in checking commercial bulk measures, vehicle tanks, bulk meters etc. (Price Rs. 2.00)
21.	IS: 2440-1963 Code of Practice for Daylighting of Buildings.	..	This standard covers the general principles and methods of daylighting of dwellings, schools, offices and hospitals. It recommends the minimum illumination values to be achieved by daylighting principles and gives general guidance for realizing the values in practice. (Price Rs. 6.00)
22.	IS: 2505-1963 Specification for Concrete Vibrators, Immersion Type	..	This standard lays down requirements for materials, sizes, construction and performance of concrete vibrators of immersion type.

(1)	(2)	(3)	(4)
			<p>The requirements of this specification apply mostly to flexible shaft driven immersion vibrators powered by different types of motors, as well as electrically driven motor-in-head type vibrators up to 100 mm size. Pneumatic motor-in-head type immersion vibrators and flexible shaft driven or motor-in-head type vibrators of size larger than 100 mm are not covered by this standard although some of the provisions of this standard may also apply to these types of vibrators.</p>
			(Price Rs 2.50)
23.	IS: 2511-1963 Specification for Polycrystalline Semiconductor Rectifier Stacks	..	<p>This standard applies to polycrystalline semiconductor rectifier stacks and stack assembly used for supplying DC power from AC sources at frequencies up to 2 000 c/s.</p>
			(Price Rs 4.50)
24.	IS: 2513-1963 Boundary Dimensions for Rolling Bearings for General Engineering Purposes	..	<p>This standard specifies dimensions, tolerances and running errors which affect the interchangeability of rolling bearings (ball and roller bearings). The internal design features except internal radial clearance are not covered, though in some instances they may affect interchangeability.</p>
			(Price Rs 5.50)
25.	IS: 2516 (Part I/Sec 2)-1963 Specification for Alternating Current Circuit-Breakers Part I Requirements Sec 2 Voltage Range 1 000 to 11 000 Volts	..	<p>This standard covers the requirements for single-phase and three-phase AC circuit-breakers with nominal voltages above 1 kV but up to and including 11 kV with breaking capacity up to 1 000 MVA, intended for both outdoor and indoor use.</p>
			(Price Rs 5.50)
26.	IS: 2517-1963 Specification for Bright Bars for Threaded Components	..	<p>This standard covers the sizes and tolerances of bright bars for the manufacture of threaded components.</p>
			(Price Re 1.00)
27.	IS: 2519-1963 Specification for Calcium Stearate for Cosmetic Industry	..	<p>This standard prescribes the requirements and the methods of sampling and test for calcium stearate for cosmetic industry.</p>
			(Price Rs 3.50)

(1)	(2)	(3)	(4)
28.	IS: 2520-1963 Specification for Zinc Stearate for Cosmetic Industry	..	This standard prescribes the requirements and the methods of sampling and test for zinc stearate for cosmetic industry. (Price Rs 3.50)
29.	IS: 2521-1963 Specification for Magnesium Stearate for Cosmetic Industry	..	This standard prescribes the requirements and the methods of sampling and test for magnesium stearate for cosmetic industry. (Price Rs 3.50)
30.	IS: 2526-1963 Code of Practice for Acoustical Design of Auditoriums and Conference Halls	..	This standard covers acoustical requirements and design of various types of auditoriums and conference halls. (Price Rs 4.50)
31.	IS: 2527-1963 Code of Practice for Fixing Rain-Water Gutters and Downpipes for Roof Drainage	..	This standard covers the fixing of rain-water gutters and downpipes and their fittings for roof drainage in residential and non-residential buildings. (Price Rs 3.50)
32.	IS: 2530-1963 Methods of Test for Polyethylene Moulding Materials and Polyethylene Compounds	..	This standard prescribes the methods of test for polyethylene moulding materials and polyethylene compounds. (Price Rs 5.50)
33.	IS: 2534-1963 Specification for Carbide Tipped Dead Centres	..	This standard covers the requirements for carbide tipped dead centres of sizes Morse 0 to 6. (Price Re 1.00)
34.	IS: 2535-1963 Basic Rack, Modules and Diametral Pitches of Cylindrical Gears for General Engineering	..	This standard specifies the dimensions of basic rack for cylindrical gears for general engineering. It also gives a recommended series of modules and diametral pitches for cylindrical gears for general engineering. (Price Re 1.00)
35.	IS: 2545-1963 Specification for Vegetable Tanned Lizardskins	..	This standard prescribes requirements and methods of test for vegetable tanned lizardskins in crust condition. (Price Rs 2.50)
36.	IS: 2546-1963 Specification for Galvanized Mild Steel Fire Bucket	..	This standard lays down the requirements regarding material, dimensions, manufacture, finish and tests of galvanized mild steel fire bucket of 10 litres nominal capacity. (Price Rs 2.500)
37.	IS: 2549-1963 Code for Classification of Processed Ferrous Scrap	..	This standard covers the classification of processed ferrous scrap. (Price Rs 1.50)

(1)	(2)	(3)	(4)
38	IS: 2552-1963 Specification for Steel Drums (Galvanized and Ungalvanized)	..	This standard covers the requirements for a range of galvanized and ungalvanized steel drums up to 150-litre nominal capacity in 13 sizes. (Price Rs. 2.00)
39	IS: 2559-1963 Specification for Garden Rake	..	This standard prescribes the requirements for the manually operated garden rake, used for collecting uprooted weeds, breaking clods and levelling seed-beds in the gardens. (Price Rs. 2.00)
40	IS: 2564-1963 Specification for Blade Harrow, Guntaka Type	..	This standard prescribes the requirements and the methods of test for the blade harrow of the Guntaka type. (Price Rs. 2.00)
41	IS: 2565-1963 Specification for Ridger, Animal Drawn	..	This standard prescribes the requirements and the methods of test for animal drawn ridgers with short or long beams. (Price Rs. 2.50)

Copies of these Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-1, and also at its branch offices at (i) 232, Dr. Dajabhoj Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13 (iii) Second Floor, Sathyamurthy Bhavan, 54, General Patters Road, Madras-2, (iv) 14.69, Civil Lines, Kanpur.

[No MD/13:2]

New Delhi, the 24th January 1964

S.O.216.—In pursuance of the provisions of sub-rule (2) of rule 3 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Indian Standards given in the Schedule hereto annexed have been established during the quarter ending 31 December, 1963.

THE SCHEDULE

Serial No.	No. of Indian Standard	Title of Indian Standard
1.	IS : 9-1963	Method for Determination of Dimensional Changes of Cotton and Linen Woven Fabrics on Washing Near the Boiling Point (Revised).
2.	IS : 51-1963	Specification for Zinc Chrome for Paints (Revised).
3.	IS : 301-1963	Specification for Potassium Nitrate for Explosives and Pyrotechnic Compositions (Revised).
4.	IS : 383-1963	Specification for Coarse and Fine Aggregates from Natural Sources for Concrete (Revised).
5.	IS : 488-1963	Specification for Glass Making Sands. (Revised).
6.	IS : 626-1963	Specification for Bicycle Seat Pillars (Revised).
7.	IS : 664-1963	Specification for Centre Drills (Revised).
8.	IS : 668-1963	Specification for Serge, Ordinary (Revised).

Serial No.	No. of Indian Standard	Title of Indian Standard
9.	IS : 669-1963	Specification for Serge, Drab Mixture (<i>Revised</i>).
10.	IS : 673-1963	Specification for Cloth, Woollen, Twill, Dyed (<i>Revised</i>).
11.	IS : 675-1963	Specification for Cloth, Bunting, Worsted (<i>Revised</i>).
12.	IS : 803-1962	Code of Practice for Design, Fabrication and Erection of Vertical Mild Steel Cylindrical Welded Oil Storage Tanks.
13.	IS : 835-1963	Specification for Bottom Shaft for Plain Calico Cotton Looms.
14.	IS : 1161-1963	Specification for Steel Tubes for Structural Purposes (<i>Revised</i>).
15.	IS : 1299-1963	Method for Determination of Dimensional Changes on Washing of Fabrics Woven from Ray and Synthetic Fibres (<i>Revised</i>).
16.	IS : 1360-1963	Specification for Engineers Pattern Tee Squares (<i>Revised</i>).
17.	IS : 1406-1963	Specification for Rectangular Tins (<i>Revised</i>).
18.	IS : 1477-(Part II)-1963	Code of Practice for Finishing of Ferrous Metals in Buildings : Painting and Allied Finished. Part II Schedules and Equipment.
19.	IS : 1820-1963	Recommended Shapes and Sizes of Aluminium Notched Bars and Ingots for Remelting Purposes.
20.	IS : 1843-1963	Specification for Nylon Monofilaments.
21.	IS : 2166-1963	Method For Computation of Capacity Tables for Horizontal and Tilted Oil Storage Tanks.
22.	IS : 2215-1963	Specification for Starters for Fluorescent Lamps (<i>Revised</i>).
23.	IS : 2246-1963	Methods of Sampling Fluorspar (Fluorite).
24.	IS : 2266-1963	Specification for Steel Wire Ropes for General Engineering Purposes.
25.	IS : 2346-1963	Specification for Carbonated Beverages.
26.	IS : 2373-1963	Specification for Water Meters (Bulk Type).
27.	IS : 2381-1963	Recommendations for Bibliographical Reference.
28.	IS : 2386 (Part I)-1963	Methods of Test for Aggregates of Concrete Part I Particle Size and Shape.
29.	IS : 2386-(Part II)-1963	Methods of Test for Aggregates for Concrete Part II Estimation of Deleterious Materials and Organic Impurities.
30.	IS : 2386 (Part III)-1963	Methods of Test for Aggregates for Concrete Part III Specific Gravity, Density, Voids, Absorption and Bulking.
31.	IS : 2386(Part V)-1963	Methods of Test for Aggregates for Concrete Part V Soundness.
32.	IS : 2386(Part VI)-1963	Methods of Test for Aggregates for Concrete Part VI Measuring Mortar Making Properties of Fine Aggregate.
33.	IS : 2386-(Part VIII)-1963.	Methods of Test for Aggregates for Concrete Part VIII Petrographic Examination.
34.	IS : 2414-1963	Specification for Bicycle Tyres.
35.	IS : 2415-1963	Specification for Bicycle Rubber Tubes.
36.	IS : 2425-1963	Test Chart for Pillar Type Drilling Machines.
37.	IS : 2426-1963	Test Chart for Bench Drilling Machines.
38.	IS : 2429-1963	Specification for Electrically Welded Mild Steel Chain, Short Link and Pitched or Calibrated, for Lifting Purposes.
39.	IS : 2431-1963	Specification for Steel Wheel barrows (Single-Wheel Type).
40.	IS : 2441-1963	Code of Practice for Fixing Ceiling Coverings.
41.	IS : 2442-1963	Specification for DC Moving Coil Galvanometers.
42.	IS : 2443-1963	Specification for Coriander, Whole.
43.	IS : 2444-1963	Specification for Coriander Powder.
44.	IS : 2445-1963	Specification for Chilli Powder.
45.	IS : 2446-1963	Specification for Turmeric Powder.
46.	IS : 2447-1963	Specification for Cumin, Whole.
47.	IS : 2452-1963	Specification for Hawser-Laid Cotton Rope.
48.	IS : 2453-1963	Specification for Cable-Laid Cotton Rope.
49.	IS : 2459-1963	Specification for Horizontal Bars Used in Gymnastics.

Serial No.	No. of Indian Standard	Title of Indian Standard
50.	IS : 2461-1963	Specification for Balancing Beams Used in Gymnastics.
51.	IS : 2462-1963	Specification for Parallel Bars Used in Gymnastics.
52.	IS : 2468-1963	Specification for Whiting for Putty.
53.	IS : 2470(Part I)-1963	Code of Practice for Design and Construction of Septic Tanks Part I Domestic Purposes.
54.	IS : 2473-1963	Dimensions for Centre Holes.
55.	IS : 2475-1963	Specification for Smoked Bacon.
56.	IS : 2476-1963	Specification for Ham.
57.	IS : 2477-1963	Specification for Hand Rotary Duster, Shoulder Mounted Type.
58.	IS : 2478-1963	Glossary of Terms Relating to Industrial Radiology.
59.	IS : 2481-1963	Specification for Handloom Shoddy Wool Blankets (Single Faced).
60.	IS : 2482-1963	Specification for Water Suction Hose of Rubber, Light Duty.
61.	IS : 2483-1963	Specification for Ticket Board.
61.(a)	IS : 2485-1963	Specification for Drop Forged Sockets for wire Ropes for General Engineering Purposes.
62.	IS : 2486-(Part I)-1963	Specification for Insulator Fittings for Overhead Power Lines of 33 kV and Above. Part I General Requirements and Tests.
63.	IS : 2486-(Part II)-1963	Specification for Insulator Fittings for Overhead Power Lines of 33 kV and Above. Part II Dimensional Requirements.
64.	IS : 2487-1963	Specification for Flat Steel Healds for Cotton, Silk, Woollen, and Worsted Weaving (Excluding Jacquard and Leno Weaving).
65.	IS : 2489-1963	Specification for Baby Weighing Machines.
66.	IS : 2490-1963	Tolerance Limits for Industrial Effluents Discharged Into Inland Surface Waters.
67.	IS : 2491-1963	Code for Sanitary Conditions for Food Processing Units.
68.	IS : 2492-1963	Specification for Road Milk Tankers.
69.	IS : 2493-1963	Specification for Well-Glass Lighting Fittings for Use Underground in Mines (Non-Flameproof Type).
70.	IS : 2495-1963	Specification for Cheese Hoops.
71.	IS : 2496-1963	Specification for Butter Mould.
72.	IS : 2497-1963	Specification for Wooden Butter Scoop.
73.	IS : 2498-1963	Specification for Cheese Knife.
74.	IS : 2499-1963	Specification for Butter Scotch-Hand.
75.	IS : 2501-1963	Specification for Copper Tubes for General Engineering Purposes.
76.	IS : 2503-1963	Specification for Decorticated Safflower (Kardi) Oil-cake As Livestock Feed.
77.	IS : 2508-1963	Specification for Low Density Polyethylene Films.
78.	IS : 2509-1963	Specification for Rigid Non-Metallic Conduits for Electrical Installations.
79.	IS : 2510-1963	Specification for Bottom Fluted Rollers for Cotton Ring Spinning Frames : Straight 'V' Shaped Equally Spaced Flutes.
80.	IS : 2512-1963	Specification for Miners' Cap Lamp Batteries (Lead-Acid Type).
81.	IS : 2514-1963	Specification for Concrete Vibrating Tables.
82.	IS : 2515-1963	Test Chart for Under Crank Type Shearing Machines and Guillotines.
83.	IS : 2522-1963	Specification for Knitted Worsted Mufflers.
84.	IS : 2523-1963	Specification for Worsted Hose Tops.
85.	IS : 2525-1963	Diameters of Wrought Aluminium and Aluminium Alloys, Wire.
86.	IS : 2528-1963	Specification for Magnesium Carbonate for Cosmetic Industry.
87.	IS : 2529-1963	Specification for Magnesium Oxide for Cosmetic Industry.
88.	IS : 2531-1963	Specification for Crank Shaft for Plain Calico Cotton Looms.

Serial No.	No. of Indian Standard	Title of Indian Standard
89. IS : 2548-1963		Specification for Plastic Water-Closet Seats and Covers.

[No. MD/13:3]

S. K. SEN,

Head of the Certification-Marks Department.

MINISTRY OF FINANCE

(Department of Economic Affairs)

ORDER

New Delhi, the 25th January 1964

S.O. 417.—In exercise of the powers conferred by section 128 of the States Reorganisation Act, 1956 (37 of 1956), and of all other powers enabling him in this behalf, the President hereby makes the following Order, namely:—

1. This Order may be called the States Reorganisation (Removal of Difficulties) Order No. 11.

2. It is hereby declared—

- (a) that from and out of the Consolidated Fund of each of the States of Travancore-Cochin, Bombay, Saurashtra, Madhya Pradesh, Madhya Bharat, Bhopal, Vindhya Pradesh, Punjab, Patiala and East Punjab States Union, Mysore, Coorg, Rajasthan and Hyderabad, as it existed immediately before the 1st day of November, 1956 and specified in column 2 of the Schedule annexed to this Order, the sums specified in column 4 of the Schedule amounting in the aggregate—
 - (i) to the sum of fifteen thousand and ninety five rupees in the case of the State of Travancore-Cochin;
 - (ii) to the sum of two thousand rupees in the case of the State of Bombay;
 - (iii) to the sum of twenty nine thousand one hundred and twenty three rupees in the case of the State of Saurashtra;
 - (iv) to the sum of two lakhs, eighty five thousand, four hundred and seventy two rupees in the case of the State of Madhya Pradesh;
 - (v) to the sum of forty five thousand, eight hundred and twenty two rupees in the case of the State of Madhya Bharat;
 - (vi) to the sum of two lakhs, fifty six thousand, two hundred and eighty eight rupees in the case of the State of Bhopal;
 - (vii) to the sum of seventy one thousand, one hundred and fifty eight rupees in the case of the State of Vindhya Pradesh;
 - (viii) to the sum of forty three lakhs, thirteen thousand and fifteen rupees in the case of the State of Punjab;
 - (ix) to the sum of twenty seven lakhs, four thousand, nine hundred and thirty nine rupees in the case of the Patiala and East Punjab States Union;
 - (x) to the sum of three lakhs, eighty two thousand, six hundred and sixty three rupees in the case of the State of Mysore;
 - (xi) to the sum of twelve thousand, eight hundred and ninety five rupees in the case of the State of Coorg;
 - (xii) to the sum of forty six lakhs, ninety seven thousand, five hundred and forty one rupees in the case of the State of Rajasthan; and
 - (xiii) to the sum of eleven crores, seventy nine lakhs, seventy four thousand, seven hundred and seventy six rupees in the case of the State of Hyderabad;

shall be deemed to have been duly authorised to be paid and applied to meet the amount spent for defraying the charges in respect of the services and purposes in that State and specified in column 3 of the Schedule during the period beginning

on the 1st day of April, 1956 and ending with the 31st day of October, 1956, in excess of the amounts granted for those services and for the financial year 1956-57;

(b) that the sums deemed to have been authorised to be paid and applied from and out of the Consolidated Fund of each of the States specified in column 2 of the Schedule, shall be deemed to have been appropriated for the services and purposes expressed in the corresponding entry in column 3 of the Schedule in relation to the said period.

SCHEDULE

Sl. No.	Name of the State	Services and purposes	Excess		
			Voted	Charged	Total
			Rs.	Rs.	Rs.
I	2	3	4		
1.	Travancore-Cochin	XXVIII—Pensions	..	7,917	7,917
2.		XI—Capital Outlay on Transport Schemes outside the Revenue Account	..	5,386	5,386
3		XLI—Capital Outlay on State Schemes of Government Trading	..	1,792	1,792
		TOTAL	..	15,095	15,095
4.	Bombay	Permanent Debt	..	2,000	2,000
5.	Saurashtra	54—Famine	24,428	..	24,428
6.		85—Payments to Retrenched Personnel	4,695	..	4,695
		TOTAL	29,123	..	29,123
7.	Madhya Pradesh	Other Revenue Expenditure connected with Electricity Schemes	1,552	..	1,552
8.		31—Famine Relief	2,10,357	..	2,10,357
9.		43—Capital Outlay on Civil Works outside the Revenue Account	..	73,563	73,563
		TOTAL	2,11,909	73,563	2,85,472
10.	Madhya Bharat	33—Privy Purses and Allowances to Indian Rulers	..	4,680	4,680
11.		34—Superannuation Allowances and Pensions	..	9,473	9,473
12.		47—Payment to Retrenched Personnel	31,669	..	31,669
		TOTAL	31,669	14,153	45,822
13.	Bhopal	7—Community Development Projects	25,039	..	25,039
14.		Public Debt	..	2,31,249	2,31,249
		TOTAL	25,039	2,31,249	2,56,288

Sl. No.	Name of the State	Services and purposes	Excess		
			Voted Rs.	Charged Rs.	Total Rs.
1	2	3	4		
15.	Vindhya Pradesh	30—Superannuation Allowances and Pensions	62,746	196	62,942
16.		46—Capital Outlay on Schemes of Government Trading (Community Development Projects)	8,216	..	8,216
		TOTAL	70,962	196	71,158
17.	Punjab	29—Electricity Schemes—Capital Expenditure	42,57,015	..	42,57,015
18.		31—Privy Purses and Allowances of Indian Rulers and Superannuation Allowances and Pensions	..	56,000	56,000
		TOTAL	42,57,015	56,000	43,13,015
19.	Patna and East Punjab States Union	9—Irrigation	..	10,69,390	10,69,390
20.		28—Electricity Schemes (Working Expenses)	..	1,65,919	1,65,919
21.		Interest on Debt and Other Obligations	..	5,56,956	5,56,956
22.		40—Capital Outlay on Multipurpose River Schemes—Bhakra Nangal Project	..	9,12,674	9,12,674
		TOTAL	..	27,04,939	27,04,939
23.	Mysore	6—Charges on account of Motor Vehicles Acts	68,661	..	68,661
24.		44—Capital Outlay on State Schemes of Government Trading	3,14,002	..	3,14,002
		TOTAL	3,82,663	..	3,82,663
25.	Coorg	3—State Excise	7,128	..	7,128
26.		Loans from the Central Government	..	5,767	5,767
		TOTAL	7,128	5,767	12,895
27.	Rajasthan	XXXVII—Capital Outlay on Electricity Schemes	..	89,111	89,111
28.		XL—Capital Outlay on Schemes of Government Trading	46,08,430	..	46,08,430
		TOTAL	46,08,430	89,111	46,97,541

Sl. No.	Name of the State	Services and Purposes	Excess		
			Voted Rs.	Charged Rs.	Total Rs.
1	2	3	4		
29.	Hyderabad	40—A. Capital Outlay on Industrial Development	-		
30.		59—Miscellaneous	20	..	20
31.		71—Capital Outlay on Industrial Development	3,40,46,008	..	3,40,46,008
32.		81—State Schemes of Government Trading	62,44,009	..	[62,44,009
			7,76,84,739	..	7,76,84,739
		TOTAL	11,79,74,776	..	11,79,74,776

[No. F. 18(1)-B/59.]

SHIV NAUBH SINGH, Jr. Secy.

(Department of Revenue)

ESTATE DUTY

New Delhi, the 24th January 1964

S.O. 418.—In exercise of the powers conferred by sub-section (3) of Section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Government hereby appoints the persons, whose names are given in the appendix, as Valuers for the purpose of the said Act for a period of three years from the date of this notification.

2. The scale of charges for the remuneration of Valuers appointed by the Central Government for valuing any property shall be as fixed below and no such Valuer shall charge a fee at a scale higher than the scale so fixed.

Provided that where two or more properties are required to be valued—

- (i) by a Committee of Arbitration or by a third Valuer in pursuance of a single order, or
- (ii) by a Valuer, in pursuance of a single reference made by a Controller of Estate Duty or at the instance of an accountable person.

all such properties shall be deemed to constitute a single unit of property for the purposes of fixing the fee payable to the Committee or the Valuer, as the case may be.

SCALE OF CHARGES

On the first Rs. 50,000 of the property so valued	..	$\frac{1}{4}\%$ of the value.
On the next Rs. 1,00,000 of the property so valued	..	$\frac{1}{4}\%$ of the value.
On the balance of the property so valued	..	$\frac{1}{8}\%$ of the value.

APPENDIX

I.—Engineers/Surveyors/Architects

Sl. No.	Name	Address
1	Shri Nalk, I.K. B.E. (Civil), A.M.I.E. (India), M.R. SH (Lond.)	'ANURAG' Sampatrao Colony, Race Course Road, Baroda (Gujarat).
2	Shri Magal, N.R., B.E., A.M.I.E. (Civil Engr.)	Phulbaugh, Gaganmahal, Hyderabad-29.
3	Shri Abbasi Mohd. Faruq Ali, A.M.I.S.E.,	Pirbatwan Street, Barabanki (U.P.)

Sl. No.	Name	Address
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II—Accountants

- | | | |
|---|---|--|
| 1 | Shri Vikamsey, Shivji Kunverji,
B. Com., F.C.A. | Bombay Mutual Building,
Hornby Road, Fort,
Bombay. |
| 2 | Shri Ayyar, S. Sthanumoorthy,
B.A., F.C.A., I.C.W.A. (London),
A.I.C.W.A. | General Assurance Buildings,
Dr. Dadabhai Naroji Road,
Fort, Bombay-1. |
| 3 | Shri Krishnan, N.C.,
B.Sc., B.L., F.C.A., A.T.I.I. (Lond.) | Indian Chamber Buildings,
Esplanade,
Madras. |
| 4 | Shri Viswanathan, S.,
G.D.A., F.C.A. | 'Indian Chamber Buildings',
Esplanade,
Madras. |
| 5 | Shri Matthews, I.K.,
M.A., B. Com, B.L., A.C.A. | 5 E, Lavelle Road,
Bangalore-1. |

III—Specialist in Agriculture and Farm Valuation

- | | | |
|---|---|--|
| 1 | Shri Bhaskara Pillai, M.A.,
M.A., & B.L. | Eswari Mandiram,
Easwarivilasom Road,
Edapazhanil,
Trivandrum-14. |
|---|---|--|

IV—Actuary

- | | | |
|---|--------------------|---|
| 1 | Shri Mansoor, J.A. | Divisional Manager (Admn.),
Life Insurance Corporation of India,
Jeevan Prakash, Sir P.M. Road,
P.O. Box No. 1937, Bombay-1. |
|---|--------------------|---|

[No. 2/F. No 5/4/64-E.D.]

S. R. MEHTA, Dy. Secy.

CENTRAL BOARD OF DIRECT TAXES

ESTATE DUTY

New Delhi, the 24th January 1964

S.O. 419.—In exercise of the powers conferred by sub-section (1) of Section 85 of the Estate Duty Act, 1953 (34 of 1953), the Central Board of Direct Taxes makes the following amendments in the Estate Duty Rules, 1953, the same having been previously published as required by the said sub-section, namely,—

THE ESTATE DUTY (AMENDMENT) RULES, 1964

1. These Rules may be called the Estate Duty (Amendment) Rules, 1964.
2. In the Estate Duty Rules, 1953
 - (a) in rule 28, rule 38, rule 39, Form E.D. 4, Form E.D. 9, Form E.D. 11 and Form E.D. 13, for the words "Central Board of Revenue", wherever they occur, the words "Central Board of Direct Taxes" shall be substituted;
 - (b) in Form E.D. 10, for the words "Central Board of Revenue", the words "Central Board of Direct Taxes" shall be substituted unless the context otherwise requires.

[No. 1/F. No. 1/57/63-E.D.]

S. R. MEHTA, Secy,

INCOME-TAX

New Delhi, the 25th January 1964

S.O. 420.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following further amendments in the Schedule appended to the late Central Board of Revenue's Notification S.O. 2139 (No. 34-Income-tax, dated 10th July, 1962), dated 14th July 1962, namely:—

In the said Schedule against Jamshedpur Range, under col. 2, the following entries shall be substituted, namely:—

Jamshedpur

1. Singhbhum Circle, Jamshedpur.
2. Jharsuguda Circle, Jharsuguda.
3. Sundargarh Circle, Rourkela.

This notification shall take effect from 1st February, 1964.

[No. 5 (F. No. 50/3/64-IT).]

S, DWIVEDI, Under Secy.